NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Procurement Services

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Contract Award Notification

Title	:	**Group 05900 – NATURAL GAS** **(Firm Supply - Indexed Price)** **(Interruptible Supply-Indexed Price)** **Classification Code(s): 15**
Award Number	:	**23008** **(Replaces Awards 27775 & 22776)**
Contract Periods	:	**November 1, 2016 – August 31, 2019 and January 1, 2017 – August 31, 2019**
Bid Opening Date	:	**September 13, 2016**
Date of Issue	:	**November 22, 2016 (Revised August 3, 2018)**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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OGS Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award describes a contract for the purchase of Indexed Firm and Indexed Interruptible Supply of Natural Gas to the city-gate of the facilities listed herein. The pricing included in this document is the pricing bid by the contractors. For current pricing, please click on the “Pricing Information” link listed below in this document.

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.# / NYS VENDOR#
PC67622	Colonial Energy, Inc. 3975 Fair Ridge Drive Fairfax, VA 22033	703-218-3048 David Arndt FAX: 703-218-3059 E-mail: darndt@colonialenergy.com	582209516 1000041068
PC67623	East Coast Power & Gas LLC 1340 Jackson Avenue Bronx, NY 10454	718-402-5107 ext. 129 Vincent Palmieri FAX: 718-402-4336 E-mail: vpalmieri@ecpowerandgas.com	510669436 1100023626
PC67624	EnergyMark, LLC 6653 Main Street Williamsville, NY 14221	716-614-1800 Tim Wright FAX: 716-614-1819 E-mail: twright@energymarkllc.com	800501054 1100002428
PC67625	National Fuel Resources, INC. 165 Lawrence Bell Drive Suite 120 Williamsville, NY 14221	716-630-6717 Dan Czechowicz FAX: 716-630-6751 E-mail: dczechowicz@nfrinc.com	161408956 1000015905
PC67626	Plymouth Rock Energy, LLC 920 Railroad Ave. Woodmere, NY 11598	516-634-2507 Shaun Kolly E-mail: skolly@plymouthenergy.com	571212547 1100010714
PC67627	Direct Energy Business Marketing, LLC 194 Wood Avenue South Iselin, NJ 08830	732-516-3251 Victoria Dyckman E-mail: Victoria.Dyckman@directenergy.com	800909818 1100124613
PC67628	M&R Energy Resources Corp. 339 Blooming Grove Turnpike New Windsor, NY 12553	845-534-5462 Michele Ries E-mail: mries@mandrenergy.com	043660432 1100166791
PC67629	Empire Natural Gas Corp. 173 Airport Road Greene, NY 13778	607-656-7851 Seth Barrows E-mail: seth@empirenatgas.com	161352123 1000047921

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 NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

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 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).

DETAILED SCOPE

This award is for the purchase of natural gas directly from gas suppliers/ESCO, pre-qualified to bid under IFB 23008 for use at the facilities listed herein. This concept is in accordance with gas deregulation actions of the Federal Energy Regulatory Commission, the New York State Legislature, and the New York State Public Service Commission.

All dollar values and quantities listed were based on Authorized Users' estimated use for a twelve (12) month volume in dekatherms. The estimates by Lot were specified in Attachment 1 – Pricing and in Attachment 4 – Delivery Schedule.

By providing an estimate to OGS Procurement Services, the Authorized User has agreed to purchase all of the Authorized User's needed and required Natural Gas under the terms of this IFB and any resulting Contract for the duration of the awarded Contracts. However, each Contract awarded under this IFB shall be for the quantities or dollar values actually ordered and delivered during the Contract period. The individual value of each Contract is indeterminate. OGS makes no guarantee as to how much Natural Gas will actually be ordered and/or delivered. See clauses 29, "Estimated/Specific Quantity Contracts" and 26, "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

DEFINITIONS

Except in those instances where the text states another meaning, and in addition to those terms defined in Appendix B, the following terms, as used in this IFB, shall have the meanings as set forth below:

Alternate Fuel: fuel used other than natural gas.

Balancing: the contractor's managing of a customer's natural gas supply to enable the contractor to match the customer's daily usage with the confirmed pipeline delivery of natural gas supplies by the utility company.

Basis Cost: the sum of the immediate upstream supply trading point basis plus the transportation basis to the LDC's city gate. The immediate upstream supply trading point basis shall be bid as Component 1 of the total basis. Examples of an immediate upstream trading point basis would be IFERC Dominion South Point basis futures, IFERC Columbia Gas TCI basis futures. Component 2, transportation basis, shall include all transportation fixed and variable costs, LDC balancing, overhead, and profit. Total Basis = (Immediate Upstream Supply Trading Point + Transportation Basis) carried to the fourth decimal place. Total basis cost shall be firm for the life of the contract and does not include the commodity cost.

Broker: A retail agent who arranges or negotiates for the purchase and sale of natural gas. Brokers usually act on behalf of others and do not buy energy for their own end-use customers.

BTU: British thermal unit - This standard unit of measurement is used to measure heat energy and to convert CCFs to Therms. It is the amount of heat required to increase the temperature of a pint of water (which weighs exactly 16 ounces) by one degree Fahrenheit

Burner Tip: The point at which natural gas is used as a fuel consumption at end user's billing meter.

Business Day: shall refer to Monday through Friday, excluding State holidays.

Business Hours: shall refer to 8:00 AM to 5:00 PM ET on business days.

Buyer: authorized agency personnel assigned to purchase natural Gas

City Gate: A point or measuring station at which a distributing gas utility receives gas from a natural gas pipeline company or transmission system

Curtailment - A reduction in gas deliveries or gas sales necessitated by a shortage of supply or pipeline capacity.

Customer: shall mean Authorized User.

Dekatherm: One dekatherm of natural gas contains one million BTU (one MMBTU) of energy. One dekatherm is equal to 10 therms.

ESCO: Energy Service Company that offers customers energy and energy related products and services; usually required to be approved by state public utility companies.

Event: any day when an authorized user is receiving firm supply to the city gate and is required by the LDC to switch to its alternate fuel.

FERC: Federal Energy Regulatory Commission. This federal agency is responsible for the regulation of the production, transmission and sale of natural gas and electric power, as well as the transportation of oil.

Firm Supply: service that anticipates no interruptions. Firm supply means primary firm, non-recallable primary delivery point capacity to the city gate and does not mean secondary firm supply. All natural gas specified herein as Firm Supply shall be primary firm supply.

Indexed Price: the combined price of indexed commodity cost and the "basis cost". The commodity price will vary monthly based on the last day settlement of the New York Mercantile Exchange (NYMEX) futures contract expire price. A fixed "basis cost" will be added to the commodity price to determine each month's indexed price

Interruptible Supply: A gas service that is subject to interruption at the option of the pipeline or LDC. Tariffs for interruptible service are cheaper than firm.

Last Day's Settlement Price (LDS): The final price at which the financial settlement of all open futures contracts for a particular commodity and delivery month occurs. The price determined by the NYMEX is actually an average of all trading activity in the last 30 minutes of trading**.**

LDC: The Local Distribution Company responsible for receiving natural gas or power from the wholesale transmission system and distributing it to end use customers. LDCs are state-jurisdictional entities whereas most transmission providers are federal jurisdictional. In addition to local delivery of energy, the LDC is typically also responsible for providing metering and billing services.

Lot: For purpose of this IFB, Lot refers to a grouping of Authorized Users by utility company (e.g., ConEd, NYSE&G etc.), price/delivery (e.g., fixed, Indexed, Interruptible etc.) and by Authorized Users' delivery locations in order to consolidate usage**.**

May: denotes the permissive in a Contract clause or specification. "May" does not mean "required." See also "Shall" and "Must."

MDQ: Maximum daily quantity of natural gas contracted by the gas seller to the gas buyer.

Must: denotes the imperative in a Contract clause or specification. "Must" is synonymous with "required." See also "Shall" and "May."

MMBtu's: ten therms or one million British Thermal Units, also known as a dekatherm. (Dth)

Month: a period beginning at 10:00 a.m. on the first day of a calendar month and ending at 10:00 a.m. on the first day of the calendar month immediately following.

MWBE: shall refer to a business that is certified with the New York State Empire State Development (ESD) as a minority and/or women-owned business enterprise.

Natural Gas: a naturally occurring mixture of hydrocarbon and non-hydrocarbon gases found in geologic formations beneath the earth's surface and used as a fuel.

NB: No-Bid shall refer to a case in which 1) a Bidder does not submit the required information for an item; 2) a Bidder submits invalid information into a pricing field for an item, and/or 3) an item does not meet the stated minimum specifications listed.

Nomination: A request for delivery of Natural Gas for a specific quantity over a specific period of time or for its delivery at a specific point under a purchase.

NYMEX: New York Mercantile Exchange. The commodity exchanges based in New York where natural gas futures contracts and other energy futures are traded.

NYS Vendor File: shall refer to a centralized repository to maintain timely and reliable information on all contractors registered to do business with the State. The Office of the State Comptroller's Bureau of State Expenditures created the Vendor Management Unit (VMU) to manage this file.

NYS Vendor ID: shall refer to the ten-character identifier issued by New York State when a vendor is registered with the NYS Vendor File. See also "NYS Vendor File".

N/A: a common abbreviation for not applicable or not available, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.

OGS Procurement Services: a division of the New York State Office of General Services (OGS) which is authorized by law to issue centralized, statewide Contracts for use by New York State agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts.

Operational Flow Order: Orders which are issued by a pipeline to protect the operational integrity of the system. The Orders may restrict service or require actions by shippers to correct the problem.

PSC/DPS: New York State Public Service Commission.

SDVOB: Service-Disabled Veteran-Owned Business.

Seller: the awarded contractor.

Shall: denotes the imperative in a contract clause or specification. "Shall" is synonymous with "required". Also see "Must" and "May".

System Alert: an announcement of actual or pending events that if unchecked may result in an operational flow order

Tariff: Compilation of all of the effective rate schedules for a company, along with general terms and conditions.

Trigger Price: pricing alternative made available under the Indexed Price-Firm Supply that authorizes designated agency individual to instruct the contractor to fix the commodity price for a future month(s) based on the NYMEX natural gas futures price.

Weighted Average Price: the weighting of the triggered price and volume and the index price and volume

ORDER OF PRECEDENCE

CONFLICT OF TERMS unless otherwise set forth in the contract documents, conflicts among documents shall be resolved in the following order of precedence:

a. Appendix A (Standard Clauses for NYS Contracts);
b. This Contract Award Notification;
c. Revisions and Clarifications to Bid Specifications dated September 6, 2016;
d. IFB 23008, including all Appendices and Attachments referenced therein;
e. Awarded Bid Prices for lots 1-10,12-17,22-42,45-48;
f. Bidders' Bid;

DELIVERY

Subject to the terms and conditions of the contract, the contractor agrees to sell and deliver to designated facilities, and customers agree to purchase and accept from the contractor the nominated quantity of MMBtu's of natural gas per month listed in Attachment 4 – Delivery Schedule, which reflects estimated quantities only. The sale and delivery of gas by the contractor shall be on an interruptible or firm basis, as specified within each Lot. Where interruptible gas is specified, the contractor shall not be liable to the State for any interruption or curtailment of deliveries of natural gas to the State where satisfactory justification for such action can be provided in writing to OGS Procurement Services.

CUSTOMER/AGENCY AND CONTRACTOR RESPONSIBILITIES

Customer Responsibilities

- Customers with interruptible supply will be responsible for placing nominations for natural gas supply to the contractor "in writing" not less than five (5) business days prior to the first day of the month for which supply is needed; or at a later date if mutually agreed upon by contractor and the customer.
- Customer will be responsible for supplying usage data to contractor on an as-needed basis as required by the contractor in order to serve agency under the utility/LDC.
- Customer will be responsible for supplying faxed meter reads to contractor on an as-needed basis.
- Customer will be responsible for having installed and utility approved remote telemeter devices, if needed.
- Customer will be responsible for timely completion of utilities aggregation form upon receipt from contractor for further submission to the utility company.
- Customer will be responsible for completion of any additional documentation as deemed necessary by contractor and utility/LDC.
- Customer will be responsible for notifying contractor of any changes in plant usage (significant increased usage, shutdowns/closures, Maintenance etc.) that will affect the nomination of gas usage either positively or negatively.(Also see section 2.3, Facility Closure Mandate.)

Contractor Responsibilities

- Contractor will be responsible for placing nominations for natural gas supply to LDC "in writing" in accordance with utilities nomination schedule (see Appendix B, Section 29 – "Estimated/ Specific Quantity Contracts")
- Contractor, prior to the start of the contract, will inform user agencies of the format and manner of billing, including whether commodity will be billed separately by the contractor, or whether the contractor will be billing for the utility transportation on a single bill, and will provide a sample billing format.
- Contractor will be responsible for requesting faxed meter reads from the agency locations as deemed necessary by the Contractor in order to serve agency under the applicable utility company's program.
- Contractor will be responsible for executing the completion and submission of the utilities aggregation form as required by the utility/LDC.
- Contractor will be responsible for creating a pool of customers within the LDC's pooled balancing program to better facilitate its daily balancing responsibilities. This pool will consist of customers included in this solicitation but may also include other customers served by the successful bidder within this LDC territory.

- Contractor is responsible for monitoring customer accounts at all times, including but not limited to system alerts.
- Contractor will be responsible for requesting any usage data from the agency locations as deemed necessary by the Contractor in order to serve agency under utility/LDC's program.
- Contractor will be responsible for completion of any additional documentation as deemed necessary by the OGS Procurement Services or utility/LDC.
- Contractor will be responsible for any and all daily/end-of-month "cash outs" as imposed by LDC, if applicable.
- Contractor will adhere to MDQ procedures as outlined in each utility companies Tariff established through the NYS Public Service Commission.
- Contractor shall bill customer for actual quantities of natural gas consumed.
- Contractor shall be required to deliver 100% of the buyers' natural gas requirements on a daily basis and shall be required to balance deliveries to conform to actual consumption by lot on a daily basis. For Interruptible Supply, refer to section 1.5, Indexed Price / Interruptible Supply.
- Contractor must be compliant with all Federal, State, and NYS Public Service Commission filed and approved utility tariffs governing each individual utility territory bid, including but not limited to load aggregations, balancing, and individual utility programs.
- Contractor will be responsible for notifying the OGS Procurement Services contract administrator immediately of any difficulties obtaining meter reads from individual facilities.
- Contractor, where required (all lots excluding interruptible supply), will secure adequate upstream capacity (and storage, when applicable) to ensure that service is "firm".
- Contractor will be responsible to own the balance control account for all agencies listed herein, in accordance with individual utility/LDC when applicable.

FACILITY CLOSURE MANDATE:

If as the result of an Executive or Legislative mandate or any other situation that requires the closure of a facility in any FIRM lot awarded under this IFB, the sole and exclusive remedy for the remainder of that facility's contract requirement shall be settled as follows:

Forward Triggered Price Volumes:

All remaining Trigger Priced months shall be priced at the difference between the weighted average of Trigger Price plus contract Basis Cost minus the Forward Natural Gas Cost plus the Forward Basis Price times the triggered volume. The difference, whether positive or negative, shall be credited or debited accordingly by the Contractor to the Customer on that month's invoice.

Non -Triggered Price Volumes:

Shall be priced at the difference between the contract Basis Cost minus the Forward Basis Price times the remaining monthly contract quantity. The difference, whether positive or negative, shall be credited or debited accordingly by the Contractor to the Customer on that month's invoice.

Note: In the event the Forward Basis Price publication does not quote a City Gate basis, the Forward Basis Price shall be calculated by using the quote for the immediate upstream pipeline trading point (i.e. Columbia Gas Appalachia, Dominion South Point) plus the Pipeline Firm Transportation rates in effect if the facility was receiving Firm Supply or in the case of the facility receiving Interruptible Supply the lesser of the Pipelines Interruptible tariff rate or the forward capacity release market for the remaining contract period.

CUSTOMER TRAINING

Contractor is responsible for conducting training sessions of appropriate length for critical customer personnel. Such sessions shall explain the mechanism of the transportation gas contract and shall be scheduled as requested by the customer.

NATURAL GAS QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry.

Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

UTILITY CLASSIFIED INTERRUPTIBLE TRANSPORTATION RATE

INDEXED PRICE – FIRM SUPPLY

Locations which are utility classified as interruptible transportation rate when facility is receiving Firm Supply and the facility is required by the LDC to switch to an alternative fuel (an Event), the Contractor shall during such Event, establish/calculate the excess city gate gas as the quantities of gas that were published in the Invitation for Bids divided by the number of days in the month and multiplied by the number of days of the Event. When the interruption last less than 24 hour, the Contractor shall determine the excess city gas quantities on a prorated hourly basis.

Contractor shall make a credit or debit adjustment for the excess city gate gas.

Note: Contractor shall indicate on the invoice for supplies whether the sale of excess city gate gas supplies occurred upstream of the city gate or at the city gate, and shall provide the customer with documentation of the sale.

TRIGGERED / HEDGED ACCOUNTS WITH UTILITY INTERRUPTIBLE SUPPLY - OGS ENERGY PROCUREMENT DESIGNATED STATE AGENCY ACCOUNTS ONLY.

In the event an eligible designated agency's triggered / hedged account is interrupted by the utility company the Following process will apply.

FOR NATIONAL GRID, NYSEG & NATIONAL FUEL TERRITORIES – LOTS: 6, 9, 10, 16, 31, 40 & 45.
Sales Upstream of the City Gate

- **November through March:** During these months, the price for the excess city gate gas will equal the difference between the triggered (contract) price (for LDC nominated amount) and the price reported by Platt's Gas Daily Price Survey Midpoint for the event day using the nominated under Natural Gas Spot Prices for Dominion North Point. If that is not posted, the Dominion South Point will be used.
- **April through October:** During these months, the excess city gate gas will equal the difference between the triggered (contract) price (for LDC nominated amount) and the price reported by Platt's Gas Daily Price Survey Midpoint for the event day under Natural Gas Spot Prices for Dominion South Point.

Sales at the City Gate

- **November through March:** During these months, the price for the excess city gate gas will equal the difference between the triggered (contract) price (for LDC nominated amount) and the price reported by Platt's Gas Daily Price Survey Midpoint for the event day under Natural Gas Spot Prices for Dominion North Point plus DTI Firm transportation variable and fixed charges plus losses to the city gate in effect at the time of the event. If that is not posted, the Dominion South Point will be used.
- **April through October:** During these months, the price for the excess city gate gas will equal the difference between the triggered (contract) price (for LDC nominated amount) and the price reported by Platt's Gas Daily Price Survey Midpoint for the event day under Natural Gas Spot Prices for Dominion North Point plus DTI Firm transportation variable and fixed charges plus losses to the city gate in effect at the time of the event.
- Note: City gate sales shall include any LDC that has DTI primary delivery points.

FOR CON EDISON TERRITORY AND CENTRAL HUDSON TERRITORY LOTS: 1, 2, 3, 4, 23, & 29.
Sales Upstream of the City Gate

- During any month the price for the excess city gate gas will equal the difference between the triggered (contract) price (for LDC nominated amount) and the price reported by Platt's Gas Daily Price Survey Midpoint for the event day under Natural Gas Spot Prices for Transco, Zone 6, Non-NY for Central Hudson, and Transco-NY for Con Edison.

Sales at the City Gate

- During any month the price for the excess city gate gas will equal the difference between the triggered (contract) price (for LDC nominated amount) and the price reported by Platt's Gas Daily Price Survey Midpoint for the event day under Natural Gas Spot Prices for Algonquin City Gate, for Central Hudson; Con Edison will be Transco-NY.

CONTRACTOR's RESPONSIBILITIES DURING CURTAILMENTS/INTERRUPTIONS

If a Customer nominates natural gas, and there is pipeline capacity available to the Contractor, the Contractor is expected to supply gas for the entire month and the facility is required to burn gas for the entire month. The State agrees to be interrupted only when the Contractor can provide satisfactory justification of interruptions or curtailments that occur on pipelines or at the LDC level, as a result of demand for transportation service exceeding capacity.

Contractor shall be responsible for notifying both customer and OGS Procurement Services, in writing via fax or e-mail, of any pipeline curtailments as soon as possible after Contractor becomes aware that a curtailment will take place.

Contractor is required during periods of upstream pipeline interruptions, to contact LDC for the availability of excess city gate supply, enabling facility to purchase gas directly from the LDC. Price shall be approved prior to purchase by the individual agency. However if there are LDC and/or pipeline curtailment of firm services, to the extent that the Contractor has firm supply and firm transportation available at the city gate delivery shall be made pro-rata to all the Contractor's firm customers prior to purchasing directly from the LDC.

As a result of a scheduled and confirmed nomination ("Nominated") on the delivering upstream pipeline(s) being interrupted which prevents city gate delivery of customer's gas, Contractor shall use all commercially reasonable efforts to secure replacement gas for the customers. Such efforts shall include, but not be limited to, supplies on alternate pipeline serving the affected LDC requests to other Contractor's, energy brokers, and requests to the affected LDC for the availability of excess system supply gas. (See additional information in Section 1.5, Contract Types.)

If gas should flow due to Contractor's failure to notify the customer and OGS Procurement Services, of curtailment and customer purchases gas directly from the utility, the customer will have sufficient justification to apply a charge-back, which shall be the difference between the contract natural gas prices versus the utility supplied price, including any LDC imposed charges.

If customer nominates "0" or at the time of the monthly nomination and has notified Contractor of a scheduled plant shutdown/maintenance during said month, and gas flows, Contractor will be liable for all added cost incurred caused by failure to manage customer's account.

Contractor is required to notify customers and OGS Procurement Services of lifting of curtailment/interruption as soon as possible and to enable gas flow at the next available opportunity. Contractor will be liable for any charges caused by Contractor's failure to inform customer and LDC, if applicable, of lifting of curtailment/interruption.

Neither party shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed.

METHOD OF PAYMENT / INVOICES

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B section 48. Contract Invoicing. Contractor invoices must include detailed line item information to allow Authorized Users to verify that delivered pricing matches the correct price on the date of order.

DISPUTE RESOLUTION

While OGS Procurement Services is responsible for administering the natural gas contract. Customers and Contractors should attempt to resolve any disputes between themselves. Should a satisfactory resolution not be achieved, OGS may attempt to resolve the dispute.

REPORT OF CONTRACT USAGE

Contractor shall furnish a report of all services provided under the Contract on a semi-annual basis (two (2) times year per calendar year) which is based on the time frame of January through December. Purchases by State Agencies, Non-State agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. A template for such report is included herein as Attachment 7 – Report of Contract Usage. The report must be provided no later than 30 days past the semi-annually end dates of December 31 and June 30.

The report is to be submitted electronically with the supplied report format included as part of this IFB (or as otherwise directed by OGS), via electronic mail to the attention of the individual identified on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period (from drop down list), and Contractor's (or other authorized agent) name, and all other fields required, using the report template provided.

Additional related sales information and/or detailed Authorized User purchases may be required by OGS upon request. All fields of information shall be accurate and complete. OGS Procurement Services reserves the right to amend the report template.

In addition to Contractor direct sales, Contractor shall submit information regarding any sub-contractors used. A Contractor shall verify if each sub-contractor is a NYS Certified Minority (MBE) or Women (WBE) Owned Business. A Contractor shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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 if set forth at length herein. Please retain this document for future reference and do not return to OGS as part of the Bid submission

APPENDIX B

Appendix B, Office of General Services General Specifications, dated April 2016, 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 IFB or Appendix A. Please retain this document for future reference and do not return to OGS as part of the Bid submission**.**

The following Appendix B clauses are hereby amended as follows:

Section 46 (Termination) subparagraph (b) (For Convenience) is hereby deleted for purposes of this IFB

CONTRACT PERIOD AND RENEWALS

It is the intention of the State to enter into a contract for the terms of November 1, 2016, or January 1, 2017, through August 31, 2019, as listed herein. If mutually agreed between the OGS Procurement Services and the Contractor, the contract may be renewed under the same terms and conditions for up to an additional two (2) years for a total contract term of approximately five (5) years. After five (5) years, the State may offer to extend the contract for up to an additional year, as allowed for in Appendix B, Section 57.

SHORT TERM EXTENSION

In the event a 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 three (3) months upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to six (6) months in lieu of three (3) months. However, this extension terminates should the replacement Contract be issued in the interim

SALES TITLE/TRANSFER POINT

Contractor shall be deemed to exercise or continue in control and possession of the gas being delivered and responsible for any damage or injury caused until gas has been delivered at the LDC city gate (delivery point). Also, Contractor shall be responsible for the coordination and scheduling of transportation volumes including completing all arrangements for transportation services for delivery of the natural gas to existing meter at each agency.

WARRANTY OF TITLE

Contractor (ESCO) warrants title to all natural gas delivered and warrants that it has the right to sell the same and that such natural gas is free from liens and adverse claims of every kind. Contractor shall indemnify and save the State harmless against all loss, damage, and expense of every kind on account of adverse claims that accrue before delivery to the State.

TRANSPORTATION CHARGES

Unless otherwise stated, the Contractor shall pay all costs associated with the transportation of the gas to the LDC city gate. The Customer shall enter into a separate agreement with the LDC and pay all costs associated with the transportation of gas from the LDC city gate to the existing meter at each agency.

PUBLIC SERVICE COMMISSION RETAIL ACCESS BUSINESS RULES

The Contractor shall abide by the New York State Public Service Commission (PSC) Uniform Retail Access Business Practices Cases and Tariffs including all updates/revisions during the term of the contract for all natural gas transactions and practices under this contract. This includes any PSC provisions covering “Single Billing”. A copy of the PSC Uniform Retail Access Business Practices is available for download from the PSC web page: http://www.dps.ny.gov/

NEW YORK STATE REQUIRED CERTIFICATIONS

Bidders are required to submit the signed New York State Required Certifications (Attachment 3 – New York State Required Certifications) with its bid. Failure to submit this document may result in a bid being considered non-responsive.

CONTRACTOR MWBE REQUIREMENTS

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women–owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A, including Section 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any sub-contractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall

undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan on Form EEO100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-Contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Business Participation Opportunities for MWBEs

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. To locate MWBEs, the Directory of Certified Businesses can be viewed at: http://www.esd.ny.gov/MWBE/directorySearch.html.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

REBATES

OGS Procurement Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program) (EO4), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at http://www.ogs.ny.gov/EO/4/Default.asp. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

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. Questions regarding an organization's eligibility to

purchase from New York State Contracts may also be directed to OGS Procurement Services Customer Services at (518) 474-6717.

EXTENSION OF USE

Any Contract resulting from this IFB 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.

POOR PERFORMANCE

Authorized Users should notify OGS Procurement Services Customer Service promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services, Customer Services
OGS Procurement Services
38th Floor Corning Tower
Empire State Plaza, Albany, NY 12242
Customer Services E-mail: customer.services@ogs.ny.gov
Telephone: (518) 474-6717 / Fax: (518) 474-2437

PERFORMANCE SURVEYS

Contractor shall be required, upon request, to provide performance surveys to Authorized Users. 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 and overall performance

Delivery Schedule 1

To begin November 1, 2016

Lots 2,3 & 4 are listed as A & B and are identified as hedging accounts and will be awarded either as A or B.

Lots 9 & 10 are listed as A, B & C and are hedging accounts and will be awarded as either A, B or C.

LOTS 9C and 10C - will be awarded as a combined price adding firm supply and interruptible supply total prices

Utility: **Central Hudson (Lots 1-2)**

LOT 1 — **Indexed Price-Firm Supply** — Winning Bidder and Price: East Coast Power $0.9832

Item 1: OGS Eleanor Roosevelt State Office Bldg | 4 Burnett Blvd | Poughkeepsie
John Powers | John.Powers@ogs.ny.gov | 518-474-3249

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	486	406	255	102	11	7	6	6	7	142	342	627	2397

Item 2: NYS DOCCS Greene CF Powerhouse | 165 Plank road | Coxsackie
Brian Finley | brian.finley@doccs.ny.gov | 518-731-2741 x2099

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	30000	28000	27000	20000	8000	6000	6000	10000	11000	11000	21000	26000	204000

Total 206397

LOT 2A. — **Indexed Price-Firm Supply** — Winning Bidder and Price: Direct Energy $1.9270

Item 1: NYS DOCCS Fishkill CF Powerhouse 35 & 36 | 271 Matteawan Rd | Beacon
Dave Wysocki | david.wysocki@doccs.ny.gov | 845-831-4800 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	55000	55000	45000	35000	20000	20000	20000	20000	25000	40000	50000	55000	405000

LOT 2B. — **Indexed Price-Interruptible Supply** — Winning Bidder and Price: No Award

Item 1: NYS DOCCS Fishkill CF Powerhouse 35 & 36 | 271 Matteawan Rd | Beacon
Dave Wysocki | david.wysocki@doccs.ny.gov | 845-831-4800 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	55000	55000	45000	35000	20000	20000	20000	20000	25000	40000	50000	55000	405000

Total 405000

Utility: **Consolidated Edison (Lots 3-5)**

LOT 3A. — **Indexed Price-Firm Supply** — Winning Bidder and Price: No Award

Item 1: NYS DOCCS Bedford Hills CF | 247 Harris Rd | Bedford Hills
Alfred Mann | alfred.mann@doccs.ny.gov | 914-241-3100 x3973

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	16000	16000	15000	12000	6000	6000	6000	5000	5000	8000	11000	13000	119000

LOT 3B.	Indexed Price-Interruptible Supply								Winning Bidder and Price:	Colonial	$0.0210	
Item 1	NYS DOCCS Bedford Hills CF								247 Harris Rd			Bedford Hills
	Alfred Mann			alfred.mann@doccs.ny.gov							914-241-3100 x3973	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	16000	16000	15000	12000	6000	6000	6000	5000	5000	8000	11000	13000	119000
											Total		119000

LOT 4A.	Indexed Price-Firm Supply								Winning Bidder and Price:	Plymouth Rock	$1.3760	
Item 1	NYS DOCCS QUEENSBORO CF								47-04 Van Dam Street			Long Island
	Alfred Mann			alfred.mann@doccs.ny.gov							718-361-8920 x3950	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1600	1600	1600	1100	700	600	600	600	600	900	900	1100	11900

LOT 4B.	Indexed Price-Interruptible Supply								Winning Bidder and Price:	No Award		
Item 1	NYS DOCCS QUEENSBORO CF								47-04 Van Dam Street			Long Island
	Alfred Mann			alfred.mann@doccs.ny.gov							718-361-8920 x3950	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1600	1600	1600	1100	700	600	600	600	600	900	900	1100	11900
											Total		11900

LOT 5	Indexed Price-Firm Supply								Winning Bidder and Price:	East Coast Power	$0.6846	
Item 1	OGS Hudson Valley Transportation Management Center								200 Bradhurst Avenue			Hawthorne
	John Powers			John.Powers@ogs.ny.gov							518-474-3249	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	990	976	763	628	512	465	302	448	437	595	834	973	7923
Item 2	OGS Adam Clayton Powell, Jr. State Office Building								163 West 125th Street			New York
	John Powers			John.Powers@ogs.ny.gov							518-474-3249	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	57	56	60	64	63	52	50	53	56	49	55	58	673
Item 3	OGS Adam Clayton Powell, Jr. State Office Building								163 West 125th Street			New York
	John Powers			John.Powers@ogs.ny.gov							518-474-3249	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	2237	1966	1288	643	306	0	0	0	0	4	421	1198	8063
Item 4	Westchester County - DPW/OPS								100 East First Street			Mount Vernon
	Thomas Hall			tah4@westchestergov.com							914-760-1642	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	830	1122	770	314	47	0	0	0	0	43	140	438	3704

Item 5	Westchester Co Wilson Woods Park								8 Bradford Road		Mount Vernon		
	Tom Neville		ttn1@westchestergov.com								914-813-6990		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	135	147	102	53	3	4	6	5	11	14	64	100	644
Item 6	Westchester Co Parks Marshlands								210 Boston Post Road		Rye		
	Scott Williamson		sqw2@westchestergov.com								914-835-4466		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1	1	1	1	0	0	0	0	1	4	6	8	23
Item 7	Westchester Co Office Bldg at Post Road								112 East Post Rd		White Plains		
	David Fazio		daf3@westchestergov.com								914-995-2080		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	30	33	34	33	32	26	30	33	30	38	28	31	378
											Total		21408

Lot 6 : Item 2 has a 1/1/2017 start date

Utility **National Fuel (Lots 6-7)**

LOT 6 **Indexed Price-Firm Supply** Winning Bidder and Price: Energy Mark ($0.4000)

Item 1	NYS DOCS-WYOMING - Corcraft Industry								Exchange St		Attica		
	Michael Hickey		Michael.Hickey@doccs.ny.gov								585-591-1010 x3960		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	725	725	775	675	475	350	400	425	400	500	600	650	6700
Item 2	NYS DOCCS Collins								South road PO box490		Collins		
	Thomas Held		thomas.held@doccs.ny.gov								716-532-4588 x8470		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	33261	32299	30110	21452	13741	6627	4039	6012	6482	17685	24849	31157	227714
Item 3	NYS DOCCS Lakeview Powerhouse								9300 Lake Avenue		Brocton		
	Pete Pinkoski		peter.pinkoski@doccs.ny.gov								716-792-7100 x3950		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	4000	6500	6500	5500	4800	3000	1000	1000	1000	1500	2500	3500	40800
											Total		275214

LOT 7 **Indexed Price-Firm Supply** Winning Bidder and Price: Plymouth Rock $0.2900

Item 1	NYS DOT F Hornell Special Crew HQ - 64191								30 West Main St		Hornell		
	Mohan Rao		thomas.held@doccs.ny.gov								716-532-4588 x8470		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	439	609	588	362	126	24	12	7	6	12	81	241	2507

Item 2	NYS DOT S Wellsville Sub								2860 Andover Rd			Wellsville	
	Jonathan Engels		Jonathan.Engels@dot.ny.gov									585-973-2171	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	166	195	211	152	67	13	1	0	1	17	32	99	954

Item 3	NYS DOCCS Lakeview Annex								9300 Lake Avenue			Brocton	
	Pete Pinkoski		peter.pinkoski@doccs.ny.gov									716-792-7100 x3950	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	200	170	160	150	150	120	120	140	160	160	170	180	1880

Item 4	NYS DOCCS Lakeview S								9300 Lake Avenue			Brocton	
	Pete Pinkoski		peter.pinkoski@doccs.ny.gov									716-792-7100 x3950	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	600	650	500	500	300	100	50	0	0	0	50	300	3050
											Total		8391

Utility **National Grid East Gate (Lots 8-11)**

LOT 8 **Indexed Price-Firm Supply** Winning Bidder and Price: Plymouth Rock $0.0940

Item 1	SUNY Albany Downtown Plant								135 Western Ave			Albany	
	Scott Laranjo		slaranjo@albany.edu									518-442-3465	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	14600	14600	14600	14600	14600	14600	14600	14600	14600	14600	14600	14600	175200

Item 2	NYS DOCCS Hale Creek								279 Maloney Road			Johnstown	
	Russell Clark		russell.clark@doccs.ny.gov									518-828-4311 x3950	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	3100	3800	3900	2200	1200	1200	900	700	700	2800	2200	2400	25100
											Total		200300

LOT 9A **Indexed Price-Firm Supply** Winning Bidder and Price: Direct Energy $1.3920

Item 1	OGS Harriman Campus Power Plant Building #17								Harriman State Office Campus			Albany	
	Travis Stevens		Travis.Stevens@ogs.ny.gov									518-858-0187	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	42638	34673	30557	20748	13755	10895	9834	9868	11000	17561	28678	32770	262977

LOT 9B **Indexed Price-Interruptible Supply** Winning Bidder and Price: No Award

Item 1	OGS Harriman Campus Power Plant Building #17								Harriman State Office Campus			Albany	
	Travis Stevens		Travis.Stevens@ogs.ny.gov									518-858-0187	
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	42638	34673	30557	20748	13755	10895	9834	9868	11000	17561	28678	32770	262977

LOT 9C1	Indexed Price-Firm Supply			Winning Bidder and Price:	No Award							
Item 1	OGS Harriman Campus Power Plant Building #17			Harriman State Office Campus							Albany	
	Travis Stevens		Travis.Stevens@ogs.ny.gov							518-858-0187		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	42638	34673	30557								28678	32770	169316

LOT 9C2	Indexed Price-Interruptible Supply			Winning Bidder and Price:	No Award							
Item 1	OGS Harriman Campus Power Plant Building #17			Harriman State Office Campus							Albany	
	Travis Stevens		Travis.Stevens@ogs.ny.gov							518-858-0187		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH				20748	13755	10895	9834	9868	11000	17561			93661

Total	262977

LOT 10A	Indexed Price-Firm Supply			Winning Bidder and Price:	Direct Energy	$0.9030						
Item 1	OGS Utilities Mgt Steam Plt			79 Sheridan Ave							Albany	
	Travis Stevens		Travis.Stevens@ogs.ny.gov							518-858-0187		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	146593	126925	121959	96413	91733	102758	131604	126109	119768	97794	96930	123627	1382213

LOT 10B	Indexed Price-Interruptible Supply			Winning Bidder and Price:	No Award							
Item 1	OGS Utilities Mgt Steam Plt			79 Sheridan Ave							Albany	
	Travis Stevens		Travis.Stevens@ogs.ny.gov							518-858-0187		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	146593	126925	121959	96413	91733	102758	131604	126109	119768	97794	96930	123627	1382213

LOT 10C1	Indexed Price-Firm Supply			Winning Bidder and Price:	No Award							
Item 1	OGS Utilities Mgt Steam Plt			79 Sheridan Ave							Albany	
	Travis Stevens		Travis.Stevens@ogs.ny.gov							518-858-0187		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	146593	126925	121959								96930	123627	616034

LOT 10C2	Indexed Price-Interruptible Supply			Winning Bidder and Price:	No Award							
Item 1	OGS Utilities Mgt Steam Plt			79 Sheridan Ave							Albany	
	Travis Stevens		Travis.Stevens@ogs.ny.gov							518-858-0187		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH				96413	91733	102758	131604	126109	119768	97794			766179

Total	1382213

LOT 11	Indexed Price-Firm Supply								Winning Bidder and Price: Re-bid				
Item 1	OGS/110 State Street								110 State Street			Albany	
	John Powers			John.Powers@ogs.ny.gov							518-474-3249		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1920	1717	1723	807	388	76	54	49	52	109	549	1233	8677
Item 2	OGS 44 Holland Avenue								44 Holland Avenue			Albany	
	John Powers			John.Powers@ogs.ny.gov							518-474-3249		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1249	1214	511	224	44	28	28	117	130	256	837	1417	6055
Item 3	OGS 50 Wolf Road								50 Wolf Road			Albany	
	John Powers			John.Powers@ogs.ny.gov							518-474-3249		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1341	1192	872	358	69	26	22	24	48	249	648	1245	6094
Item 4	OGS 625 Broadway								625 Broadway			Albany	
	John Powers			John.Powers@ogs.ny.gov							518-474-3249		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1304	1543	1231	714	286	60	29	28	32	102	411	849	6589
Item 5	OGS Hampton Plaza								38 State Street			Albany	
	John Powers			John.Powers@ogs.ny.gov							518-474-3249		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	345	381	258	143	16	0	0	0	0	0	38	133	1314
Item 6	OGS 328 State Street								328 State Street			Schenectady	
	John Powers			John.Powers@ogs.ny.gov							518-474-3249		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	446	465	397	159	73	31	33	29	29	79	372	444	2557
Item 7	NYS DOCCS Hudson CF								East Court Street			Hudson	
	Michael Winnie			michael.winnie@doccs.ny.gov							518-736-2094 X3950		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	10850	10250	9500	6500	1550	1550	1550	1550	1550	5500	8000	10500	68700
											Total		99986

Utility

National Grid Long Island (Lots 12-13)

LOT 12 **Indexed Price-Firm Supply** Winning Bidder and Price: East Coast Power $1.0076

Item 1 OGS Perry B. Duryea State Office Building | 250 Veteran's Memorial Highway | Hauppauge

John Powers | John.Powers@ogs.ny.gov | 518-474-3249

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	508	1191	485	613	15	0	0	0	0	5	465	1864	5146

Item 2 OGS Perry B. Duryea State Office Building | 250 Veteran's Memorial Highway | Hauppauge

John Powers | John.Powers@ogs.ny.gov | 518-474-3249

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	692	875	603	847	556	1688	124	1187	133	499	631	363	8198

Total 13344

LOT 13 **Indexed Price-Interruptible Supply** Winning Bidder and Price: East Coast Power $0.9281

Item 1 East Meadow UFSD McVey Elm Sch | 2201 Devon St | East Meadow

Nick Daquino | ppizzo@eastmeadow.k12.ny.us | 516-228-5318

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	500	450	450	400	400	400	400	400	450	450	450	500	5250

Item 2 Leon J. Campo Salisbury Center | 718 The Plain Road | Westbury

Sean Herring | ppizzo@eastmeadow.k12.ny.us | 516-478-5560

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	450	450	450	350	350	350	350	350	350	400	450	450	4750

Total 10000

Utility

National Grid Metro (Lot 14)

LOT 14 **Indexed Price-Firm Supply** Winning Bidder and Price: East Coast Power $1.9925

Item 1 OGS Shirley A. Chisholm State Office Building | 55 Hanson Place | Brooklyn

John Powers | John.Powers@ogs.ny.gov | 518-474-3249

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1120	1318	814	382	7	0	0	0	0	83	180	676	4580

Item 2 OGS Shirley A. Chisholm State Office Building | 55 Hanson Place | Brooklyn

John Powers | John.Powers@ogs.ny.gov | 518-474-3249

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	27	21	20	22	14	19	18	24	15	28	23	46	277

Total 4857

LOT 15 : Item 3 has a 1/1/2017 start date

Utility **National Grid West Gate (Lots 15-17)**

LOT 15 **Fixed Price-Firm Supply** Winning Bidder and Price: Plymouth Rock $3.2300

Item 1 Griffiss International | 615 Bomber Drive | Rome

Ed Arcuri | earcuri@ocgov.net | 315-734-5406

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	790	980	812	414	93	17	0	0	4	132	136	273	3651

Item 2 Griffiss International | Bomber Lane Corp Hanger | Rome

Ed Arcuri | earcuri@ocgov.net | 315-734-5406

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	270	228	201	136	61	49	8	0	0	0	108	143	1204

Item 3 ONEIDA COUNTY | 235 Elizabeth Street | Utica

Randall Merritt | rmerritt@ocgov.net | 315-793-6248

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	125	185	125	50	17	2	2	2	7	45	45	65	670

Total 5525

LOT 16 : Item 1 has a 1/1/2017 start date

LOT 16 **Indexed Price-Firm Supply** Winning Bidder and Price: National Fuel ($0.6495)

Item 1 NYS DOCCS Mohawk CF Power Hse | 6514 Rte 26 | Rome

Sandra OConnor | sandra.o'connor@doccs.ny.gov | 315-339-5232 x3100

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	30070	31920	29915	21000	12865	11700	10075	11160	11160	13330	21000	24955	229150

Total 229150

LOT 17 **Indexed Price-Firm Supply** Winning Bidder and Price: Empire Natural $0.0573

Item 1 Griffiss International | 605 Bomber Drive | Rome

Ed Arcuri | earcuri@ocgov.net | 315-734-5406

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	790	980	812	414	93	17	0	0	4	132	136	273	3651

Item 2 Griffiss International | 635 Bomber Drive | Rome

Ed Arcuri | earcuri@ocgov.net | 315-734-5406

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	790	980	812	414	93	17	0	0	4	132	93	273	3608

Item 3 Griffiss International | 645 Bomber Drive | Rome

Ed Arcuri | earcuri@ocgov.net | 315-734-5406

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	790	980	812	414	93	17	0	0	4	132	136	273	3651

Item 4	Griffiss International								Control Tower			Rome	
	Ed Arcuri			earcuri@ocgov.net							315-734-5406		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	208	198	174	144	44	0	0	0	0	0	31	64	863

Item 5	Griffiss International								706 Hanger Road			Rome	
	Ed Arcuri			earcuri@ocgov.net							315-734-5406		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	366	433	365	200	53	22	9	5	7	31	161	162	1814

Item 6	Griffiss International								660 Hangar Road			Rome	
	Ed Arcuri			earcuri@ocgov.net							315-734-5406		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	0	14	63	50	2	1	1	1	1	6	7	27	173

Item 7	Griffiss International								625 Bomber Road			Rome	
	Ed Arcuri			earcuri@ocgov.net							315-734-5406		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	790	980	812	414	93	17	0	0	4	132	136	273	3651

LOT 17 : Item 8 has a 1/1/2017 start date

Item 8	ONEIDA COUNTY								302 N James Street			Rome	
	Randall Merritt			rmerritt@ocgov.net							315-793-6248		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	295	275	245	125	38	2	2	2	25	85	145	260	1499

Item 9	ONEIDA COUNTY Federal Reserve								120 Airline Street			Oriskany	
	Randall Merritt			rmerritt@ocgov.net							315-793-6248		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	715	640	450	275	75	5	5	5	25	175	365	625	3360
											Total		22270

Utility **NYSEG (Lots 18-21)**

LOT 18 **Fixed Price-Firm Supply** Winning Bidder and Price: RE-BID

Item 1	Clinton Advocacy and Resource Center Trans Dept.								391 Tom Miller Rd			Plattsburgh	
	George Stiefel			gstiefel@cviarc.org							518-563-0930 ext 8148		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	294	269	262	106	21	5	3	4	9	37	129	185	1324

Item 2	West Side Ballroom								253 New York Rd			Plattsburgh	
	George Stiefel			gstiefel@cviarc.org							518-563-0930 ext 8148		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	156	113	118	70	27	16	10	16	25	44	70	115	780

Item 3	Clinton Co ARC			367 Tom Miller Rd						Plattsburgh		
	George Stiefel			gstiefel@cviarc.org						518-563-0930 ext 8148		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	21	25	28	22	5	8	8	1	2	4	10	20	154

Item 4	Clinton Co ARC			1 Plattsburgh Ave						Plattsburgh		
	George Stiefel			gstiefel@cviarc.org						518-563-0930 ext 8148		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	22	25	29	22	6	8	8	1	3	4	9	18	155

Total	2413

LOT 19 **Indexed Price-Firm Supply** Winning Bidder and Price: RE-BID

Item 1	Lewis County Court House			7660 State Street						Lowville		
	Frank Archer			frankarcher@lewiscounty.ny.gov						315-489-2552		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	6845	13689	4890	4444	1232	2721	2381	1105	2072	2196	7018	3816	52409

Item 2	DSS Outer Stowe Street Office Bldg			5274 Outer Stowe Street						Lowville		
	Frank Archer			frankarcher@lewiscounty.ny.gov						315-489-2552		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1204	2096	870	1100	224	602	40	27	322	305	1337	787	8914

Item 3	DSS Storage/Garage			5274 Stowe Street						Lowville		
	Frank Archer			frankarcher@lewiscounty.ny.gov						315-489-2552		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	360	713	222	291	44	37	1	15	74	74	398	193	2422

Item 4	Public Safety Building			5252 Outer Stowe Street						Lowville		
	Frank Archer			frankarcher@lewiscounty.ny.gov						315-489-2552		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	3551	6555	2361	2976	889	896	505	298	1030	656	3765	3759	27241

Item 5	Lowville Commons			7550 S State Street						Lowville		
	Frank Archer			frankarcher@lewiscounty.ny.gov						315-489-2552		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	10	71	10	13	12	1	0	0	12	24	65	98	316

Item 6	Lowville Commons			7550 S State Street						Lowville		
	Frank Archer			frankarcher@lewiscounty.ny.gov						315-489-2552		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	0	0	0	0	21	0	0	0	0	26	0	0	47

Item 7	Town of Lowville Town Hall			5533 Bostwick St						Lowville		
	Mark Tabolt			lowvillehwy@nnymail.com						315-376-8070		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	56	68	40	30	2	7	1	2	11	13	63	67	360

Item 8	VILLAGE POLICE DEPT				5535 BOSTWICK ST						Lowville		
				LowPoliceChief@nnymail.com							315-376-6511		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	9	9	6	10	3	8	5	9	3	6	9	3	80

Item 9	VILLAGE DPW FACILITY				7701 FOREST AVE						Lowville		
	Thomas Compo			tcompo@centralny.twcbc.com							315-376-2834		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	75	96	55	14	1	0	4	1	3	9	34	36	328

Item 10	NYSDOT 730 A Chemung Street Gas Meter #2				730 Chemung Street						Horseheads		
	John MacDowell			John.MacDowell@dot.ny.gov							607-535-4992		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	16	18	14	12	2	1	0	0	0	3	5	8	79

Item 11	NYS DOT S/F Horseheads - 62193				730 Chemung Street						Horseheads		
	John MacDowell			John.MacDowell@dot.ny.gov							607-535-4992		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	156	191	149	108	31	5	2	3	2	5	29	51	732

Item 12	NYS DOT				730 Chemung Street						Horseheads		
	John MacDowell			John.MacDowell@dot.ny.gov							607-535-4992		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	218	250	195	123	39	1	0	0	0	29	42	91	988

Item 13	NYS DOT				730 Chemung Street						Horseheads		
	John MacDowell			John.MacDowell@dot.ny.gov							607-535-4992		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	0	4	8	17	30	35	18	28	34	33	36	25	268

Item 14	NYS DOT S/F Penn Yan - 63114				Rt 14A S of Penn Yan						Penn Yan		
	John MacDowell			John.MacDowell@dot.ny.gov							607-535-4992		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	733	944	582	283	26	13	8	4	11	60	142	384	3190

Item 15	NYS DOT F Schuyler Res - 63101				3545 Co Rt 16						Watkins Glen		
	John MacDowell			John.MacDowell@dot.ny.gov							607-535-4992		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	348	431	281	127	23	3	2	2	2	33	48	157	1457

Item 16	NYSDOT Oneonta Truck Building	4359 St Hwy 7	Oneonta
	Mike Adams	mike.adams@dot.ny.gov	607-432-5810

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1600	1400	800	400	100	0	0	0	50	200	600	1000	6150

Item 17	NYS DOT F Pittsford Equip Mgt - 40031	2797 Clover St	Pittsford
	ERIC VANOOYEN	eric.vanooyen@dot.ny.gov	585-586-1252

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	770	850	590	380	230	25	25	25	225	350	510	550	4530

Total	109511

LOT 20 **Indexed Price-Firm Supply** Winning Bidder and Price: NO AWARD

Item 1	NYS DOCCS Groveland CF Powerhouse	7000 Sonyea Road	Sonyea
	Howard Rockhill	howard.rockhill@doccs.ny.gov	585-658-2871 x3968

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	27382	27085	24054	17311	8763	7476	7299	6987	7000	12995	16238	18190	180780

Total	180780

LOT 21 **Indexed Price-Interruptible Supply** Winning Bidder and Price: NO BID

Item 1	NYS DOT F Seneca - 36151	78 East River Rd	Waterloo
	Christopher Covert	christopher.covert@dot.ny.gov	315-539-3112

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1025	870	520	350	125	10	10	10	10	45	175	570	3720

Total	3720

Utility **Rochester Gas & Electric (Lot 22)**

LOT 22 **Indexed Price-Firm Supply** Winning Bidder and Price: Direct Energy $(0.1680)

Item 1	NYSDOT R4 Regional Office	1530 Jefferson Road	Rochester
	Joann Walike	joann.walike@dot.ny.gov	585-272-3327

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	49520	43750	39100	36500	18040	24070	16340	16390	17110	28070	31810	37320	358020

Total	358020

Utility **National Grid East Gate (Lot 49)**

LOT 49 **Fixed Price-Firm Supply** Winning Bidder and Price: RE-BID

Item 1	Valley Stream Central HS	135 Fletcher Avenue	Valley Stream
	John Back		516-561-4485

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	19952	22558	11821	7425	4737	97	73	66	92	950	6108	9820	83699

Item 2 Valley Stream Central HS | 135 Fletcher Avenue | Valley Stream

John Back 516-561-4485

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	501	303	590	573	551	532	284	433	77	672	549	637	5702

Item 3 Valley Stream Memorial JHS | 320 Fletcher Avenue | Valley Stream

John Gorelczenko 516-872-7747

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	18448	18448	15862	8605	1995	0	0	31	0	453	12072	18448	94362

Item 4 Valley Stream Memorial JHS | 320 Fletcher Avenue | Valley Stream

John Gorelczenko 516-872-7747

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1022	1103	805	561	239	11	10	11	11	170	209	370	4522

Item 5 Valley Stream Memorial JHS | 320 Fletcher Avenue | Valley Stream

John Gorelczenko 516-872-7747

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	139	139	333	429	544	380	292	24	34	38	422	422	3196

Item 6 Valley Stream North HS | 750 Herman Avenue | Franklin Square

Pat Gregory 516-564-5585

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	18746	19555	14022	12076	1708	1707	0	0	1	2	4105	11180	83102

Item 7 Valley Stream North HS | 750 Herman Avenue | Franklin Square

Pat Gregory 516-564-5585

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	278	281	166	147	78	71	5	7	27	26	130	179	1395

Item 8 Valley Stream South HS | 150 Jedwood Place | Valley Stream

Don English 516-791-0385

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	16937	16082	12299	6311	2492	1	0	0	6	3283	10356	12518	80285

Item 9 Valley Stream South HS | 150 Jedwood Place | Valley Stream

Don English 516-791-0385

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	904	645	518	396	368	196	0	34	33	362	1213	495	5164

Total	361427

Delivery Schedule 2

To begin January 1, 2017

Lot 23 is listed as A & B and is identified as a hedging account and will be awarded either as A or B.

Utility **Central Hudson (Lots 23-25)**

LOT 23A **Indexed Price-Firm Supply** Winning Bidder and Price: Direct Energy $2.2680

Item 1 NYS DOCCS Coxsackie CF | Co Rt 9 | Coxsackie

Joanne Stickles | Joanne.Stickles@doccs.ny.gov | 518-731-2781 x8470

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	9839	10348	11469	5400	2819	2268	2191	2268	2353	5571	10097	10687	75310

LOT 23B **Indexed Price-Interruptible Supply** Winning Bidder and Price: NO AWARD

Item 1 NYS DOCCS Coxsackie CF | Co Rt 9 | Coxsackie

Joanne Stickles | Joanne.Stickles@doccs.ny.gov | 518-731-2781 x8470

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	9839	10348	11469	5400	2819	2268	2191	2268	2353	5571	10097	10687	75310

Total 75310

LOT 24 **Fixed Price-Firm Supply** Winning Bidder and Price: East Coast $4.7748

Item 1 NYS DOT S Poughkeepsie | Int of Rt 9G & Cottage Rd | Poughkeepsie

William C LaRose | william.larose@dot.ny.gov | 845-454-3390

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	360	221	142	41	6	0	0	0	13	62	190	150	1185

Total 1185

LOT 25 **Indexed Price-Firm Supply** Winning Bidder and Price: East Coast $2.6731

Item 1 OMH Hudson River Campus Rockland PC | 373 North Rd. | Poughkeepsie

Steve Albamont | steven.albamont@omh.ny.gov | 845-483-3740 Cell 914-474-4677

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1649	1818	1604	530	17	1	0	0	0	222	537	1410	7788

Total 7788

Utility **Consolidated Edison (Lots 26-29)**

LOT 26 **Fixed Price-Firm Supply** Winning Bidder and Price: East Coast $4.1478

Item 1 Town of Cortlandt Town Center | 3131 East Main Street | Cortlandt Manor

Peter McMillan | peterm@townofcortlandt.com | 914-734-1046

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	39	65	37	12	0	0	0	0	0	3	9	19	184

Total 184

LOT 27 : Item 10 is not awarded in this lot

LOT 27 — **Indexed Price-Firm Supply** — Winning Bidder and Price: East Coast $0.6846

Item 1

Riverbank State Park			12 Ave & W135th								New York	
CASIMIR AGBI			casimir.agbi@parks.ny.gov						212-866-3618			
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	237	297	204	32	0	0	0	0	0	0	0	0	770

Item 2

Riverbank State Park			@W 135 ST & Hudson River						New York			
CASIMIR AGBI			casimir.agbi@parks.ny.gov						212-866-3618			
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	162	213	160	16	1	50	189	171	146	154	150	306	1718

Item 3

Riverbank State Park			@12 Ave & W135th						New York			
CASIMIR AGBI			casimir.agbi@parks.ny.gov						212-866-3618			
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	1524	1505	1014	405	153	161	156	187	83	178	289	430	6085

Item 4

Roberto Clemente State Park			Tremont & Maccraken Ave						Bronx			
Frances Rodriguez			Frances.Rodriguez@parks.ny.gov						718-299-8752			
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	125	40	139	36	6	0	0	0	0	11	57	74	488

Item 5

Town of Cortlandt Purchasing			1 Heady St						Cortlandt Manor			
Peter McMillan			peterm@townofcortlandt.com						914-734-1046			
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	41	51	35	17	5	1	0	0	0	7	12	23	192

Item 6

Town of Greenburgh Hwy Gar			100 Old Sprain Rd						Ardsley			
Daniel Brophy			dpw@greenburghny.com						914-989-1910			
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	1484	1177	969	470	111	10	1	0	0	0	371	145	4738

Item 7

Town of Greeburgh Recreation Department			Olympic Lane						Ardsley			
Daniel Brophy			dpw@greenburghny.com						914-989-1910			
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	206	285	215	129	64	37	33	31	44	109	140	183	1476

Item 8

Town of Greenburgh Theodore D. Young Comm Center			32 Manhattan Avenue						White Plains			
Daniel Brophy			dpw@greenburghny.com						914-989-1910			
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	641	632	495	286	148	118	88	83	153	345	507	574	4070

Item 9	Town of Greenburgh Bryant Avenue Pump Station			Bryant Avenue			Elmsford					
	Daniel Brophy			dpw@greenburghny.com			914-989-1910					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	50	36	25	8	1	0	0	0	0	6	17	35	178

Item 10 Excluded	Westchester Co Purchasing and Info Tech			375 Executive Blvd			Elmsford					
	Thomas Hall			tah4@westchestergov.com			914-864-7134					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	884	758	659	419	102	41	13	14	14	40	367	781	4092

Item 11	Westchester Co Police Headquarters			1 Saw Mill River Pkwy			Hawthorne					
	Sgt. Michael O'Connor			mld1@westchestergov.com			914-864-7670					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	48	61	42	19	5	1	0	0	0	0	0	25	201

Item 12	Westchester Co Police Dept of Public Safety			9A Saw Mill Pkwy			Hawthorne					
	Sgt. Michael O'Connor			mld1@westchestergov.com			914-864-7670					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	282	315	232	69	7	0	0	0	0	18	41	161	1125

Item 13	Westchester Co New Rochelle WWTP			1 LeFevre Lane			New Rochelle					
	Al LePore			AEL1@westchestergov.com			914-813-5708					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	2300	2200	1900	1200	350	6	6	7	12	1000	2200	1800	12981

Item 14	Westchester Co Ossining Wastewater Treat Plant			75 Westerly Rd			Ossining					
	Diane Barrowman						914-862-5265					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1500	1300	1100	500	100	100	100	100	100	200	1200	1400	7700

Item 15	Westchester Co Port Chester WWTP			75 Fox Island Rd			Port Chester					
	Ed Pellegrino			EAP4@westchestergov.com			914-813-7270					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	2	1	1	1	0	0	0	0	0	1	1	1	8

Item 16	Westchester County - DPW/OPS			100 East 1st Street			Mount Vernon					
	Thomas Hall			tah4@westchestergov.com			914-760-1642					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	18	20	19	22	27	30	25	22	23	25	23	28	282

Item 17	Westchester County - DPW/OPS			100 East 1st Street			Mount Vernon					
	Thomas Hall			tah4@westchestergov.com			914-760-1642					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	914	1205	835	343	51	1	0	1	1	46	150	481	4028

Item 18	Westchester County - DPW/OPS			100 East 1st Street			Mount Vernon					
	Thomas Hall			tah4@westchestergov.com			914-760-1642					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	5	1	1	1	1	1	1	1	1	1	2	2	18

Item 19	Westchester Co Playland Park			1 Playland Pkwy			Rye					
	Frank Carrieri			fac9@westchestergov.com			914-813-7010					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	157	248	185	97	22	4	1	1	1	14	41	100	871

Item 20	Westchester Co Playland Park			1 Playland Pkwy			Rye					
	Frank Carrieri			fac9@westchestergov.com			914-813-7010					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	51	63	30	10	4	2	1	1	1	2	1	35	201

Item 21	Westchester Co Parks Marshlands			21 Barlow Lane			Rye					
	Michael Gambino			mxg3@westchestergov.com			914-967-8720					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1	1	0	0	0	0	0	0	0	0	1	1	4

Item 22	Westchester County-Dept. of Correction			30 Oval Connector			Valhalla					
	Richard Goldsmith			rpg1@westchestergov.com			914-231-1288					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1194	1143	1245	1141	1151	1152	1072	1111	1101	1050	1124	742	13226

Item 23	Westchester County CHP - Hospital			35 Woods Road			Valhalla					
	Richard Goldsmith			rpg1@westchestergov.com			914-231-1288					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	391	1154	844	319	175	154	144	165	175	134	175	381	4211

Item 24	Westchester County Transportation Cerrato Facility			101 Grasslands Road			Valhalla					
	Tony DeOliveira			tdeoliveira@libertylines.com			914-231-1893					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	16200

Item 25	Westchester Co Public Safety Training (Range)			2 Dana Road			Valhalla					
	Sgt. Ed Devlin			EAD6@westchestergov.com			914-231-1476					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	517	1615	1657	712	285	75	2	1	16	313	505	898	6596

Item 26	Westchester County DPW/OPS			143 Grand Street			White Plains					
	David Fazio			daf3@westchetergov.com			914-995-2080					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	242	329	229	85	16	2	2	2	2	14	43	110	1076

Item 27	Westchester County DPW/OPS			85 Court Street			White Plains					
	David Fazio			daf3@westchetergov.com			914-995-2080					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	442	538	313	146	40	12	12	9	10	28	70	169	1789

Item 28	Westchester County Center - Kiln			198 Central Park Avenue			White Plains					
	Bill Schoenberg			was2@westchestergov.com			914-995-7301					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	0	0	0	0	4	0	0	3	0	0	0	0	7

Item 29	Westchester County Center - Kitchen			198 Central Park Avenue			White Plains					
	Bill Schoenberg			was2@westchestergov.com			914-995-7301					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	30	40	43	25	25	20	23	17	24	27	28	35	337

Item 30	Westchester Co Center			198 Central Park Avenue			White Plains					
	Bill Schoenberg			was2@westchestergov.com			914-995-7301					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1700	2026	1468	658	190	68	65	56	47	133	380	1000	7791

Item 31	Westchester Co Saxon Woods Pool			1800 Mamaroneck Avenue			White Plains					
	Bill Paonessa			wap1@westchestergov.com			914-995-4480					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	80	76	60	30	4	0	0	0	0	11	30	65	356

Item 32	Westchester Co Saxon Woods Park			1800 Mamaroneck Avenue			White Plains					
	Bill Paonessa			wap1@westchestergov.com			914-995-4480					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	0	0	0	0	0	3	22	22	6	1	0	0	54

Item 33	Westchester Co Saxon Woods Park-bath house			1800 Mamaroneck Avenue			White Plains					
	Bill Paonessa			wap1@westchestergov.com			914-995-4480					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	30	36	28	22	12	12	4	1	12	10	15	25	207

Item 34	Westchester Co Parks Washingtons HQ			140 Virginia Road			White Plains						
	John Baker			jbb2@westchestergov.com			914-231-4631						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	34	46	38	17	4	4	0	0	0	3	7	25	178

Item 35	Westchester Co Dunwoodie Golf Course			1 Wasylenko Lane			Yonkers						
	Poy Yong			pay1@westchestergov.com			914-231-2851						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	58	53	30	25	10	7	3	4	5	15	30	53	293

Item 36	Westchester County Parks - Lenior Nature Center			1121 North Broadway			Yonkers						
	Melissa Sullivan			mqs8@westchestergov.com			914-968-5851						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	15	20	15	7	3	2	1	1	1	3	7	10	85

Item 37	Westchester County Parks - Lenior Carriage House			1121 North Broadway			Yonkers						
	Melissa Sullivan			mqs8@westchestergov.com			914-968-5851						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	35	46	32	14	4	1	0	0	0	3	6	20	161

Item 38	Westchester Co DEF Welding Shop				1 Valentine Lane					Yonkers			
	Erion Vela									914-813-5408			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	135	130	109	403	0	0	0	0	0	0	91	126	994

Item 39	Westchester Co. Transportation -Central Maint. Facility			475 Saw Mill River Road			Yonkers						
	Mike Marji			mmarji@libertylines.com			914-376-6486						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	2700	2700	2700	2700	2700	2700	2700	2700	2700	2700	2700	2700	32400

Total	137187

LOT 28	**Indexed Price-Interruptible Supply**									Winning Bidder and Price: Plymouth Rock $1.1760			
Item 1	Westchester Co Ardsley District Office							450 Saw Mill River Rd				Ardsley	
	Thomas Hall				tah4@westchestergov.com					914-864-7134			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	37	54	68	1	15	0	0	0	0	27	1	104	307

Item 2	Westchester Co Valhalla Campus (DPW) Cnt Heat Plant				35 Woods Road					Valhalla			
	Richard Goldsmith				rpg1@westchestergov.com					914-231-1288			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	46219	51173	41732	38834	29294	27657	30223	27318	25040	35704	52613	5432	411239

Item 3 | Westchester Co Doronco Courthouse Annex | 111 Martin Luther King Blvd | White Plains
David Fazio | daf@westchestergov.com | 914-995-2080

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	5427	9925	4958	3140	1228	1064	988	1318	985	2216	3590	3590	38429

Total 449975

LOT 29 **Indexed Price-Interruptible Supply** | Winning Bidder and Price: Plymouth Rock $1.1760

Item 4 | SING SING CF - HEATING PLANT | 354 HUNTER STREET | OSSINING
Kevin Delanoy | kevin.delanoy@doccs.ny.gov | 914-941-0108 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	20000	20000	20000	17000	10000	6000	6000	6000	6000	12000	20000	20000	163000

Total 163000

Utility **National Fuel (Lots 30-33)**

LOT 30 **Fixed Price-Firm Supply** | Winning Bidder and Price: Energy Mark $3.2000

Item 1 | NYS DOH Veterans Home at Batavia | 220 Richmond Ave | Batavia
Kenneth Cole | kcole@nysvets.org | 585-345-2069

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1565	1296	1134	677	422	207	158	158	245	397	945	1408	8612

Item 2 | NYS DOT F Hamburg Fleet Admin - 50011, 50017 | 4717 Southwestern Blvd | Hamburg
Robert W Hall III | robert.hall@dot.ny.gov | 716-649-5568

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	3390	5210	4220	2980	1780	420	160	80	80	120	380	1100	19920

Item 3 | NYS DOT Fleet shop | 7000 Co. Rt. 70A | Hornell
Gary Rice | Gary.Rice@dot.ny.gov | 607-324-4230

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	459	481	451	183	47	28	10	14	45	143	318	438	2617

Total 31149

LOT 31 **Indexed Price-Firm Supply** | Winning Bidder and Price: National Fuel $(0.3537)

Item 1 | OGS Senator Walter J. Mahoney State Office Building | 65 Court Street | Buffalo
John Powers | John.Powers@ogs.ny.gov | 518-474-3249

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	827	829	655	177	87	7	6	6	6	213	553	1432	4798

Item 2 | NYS DOCS-WYOMING Heating plant 1 & 2 | Dunbar Road | Attica
Michael Hickey | Michael.Hickey@doccs.ny.gov | 585-591-1010 x3960

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	42500	40000	39000	27500	11000	6800	6200	6500	7000	19500	30000	36000	272000

Item 3	NYS DOCS-WYOMING Farm Area			Route 238						Attica		
	Michael Hickey			Michael.Hickey@doccs.ny.gov						585-591-1010 x3960		
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	400	300	325	190	120	45	40	35	50	110	225	350	2190

Item 4	NYS DOCCS Gowanda CF			SOUTH ROAD POB 350						GOWANDA		
	ROBERT BACKUS			ROBERT.BACKUS2@DOCCS.NY.GOV						716-532-0177 EXT.3950		
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	525	525	420	250	95	12	1	6	62	210	525	525	3156

Item 5	NYS DOCCS Gowanda CF			SOUTH ROAD POB 350						GOWANDA		
	ROBERT BACKUS			ROBERT.BACKUS2@DOCCS.NY.GOV						716-532-0177 EXT.3950		
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	291	230	80	85	75	3	1	2	2	74	150	291	1284

Item 6	NYS DOCCS Gowanda CF			SOUTH ROAD POB 350						GOWANDA		
	ROBERT BACKUS			ROBERT.BACKUS2@DOCCS.NY.GOV						716-532-0177 EXT.3950		
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	493	400	308	215	145	81	81	78	80	200	350	435	2866

Item 7	NYS DOCCS Gowanda CF			SOUTH ROAD POB 350						GOWANDA		
	ROBERT BACKUS			ROBERT.BACKUS2@DOCCS.NY.GOV						716-532-0177 EXT.3950		
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	62	64	40	42	5	1	1	1	1	15	25	45	302
											Total		286596

LOT 32	**Indexed Price-Firm Supply**							Winning Bidder and Price:		Plymouth Rock		$0.2900
Item 1	OGS Henderson-Smith State Office Building							107 Broadway				Hornell
	John Powers			John.Powers@ogs.ny.gov						518-474-3249		
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	356	364	188	127	43	6	4	7	60	160	296	407	2018

Item 2	NYSDOT S/F I86 Bemus Point Rest Area							3499 I-86				Bemus Point
	Tina Wallace			tina.wallace@dot.ny.gov						716-753-2821		
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	170	106	200	84	18	1	5	6	5	5	17	126	743

Item 3	NYS DOT S/F Ellicott Falconer - 52274							3198 Gerry-Lavent Rd (Exit 13-Rt 17)				Falconer
	Tina Wallace			tina.wallace@dot.ny.gov						716-753-2821		
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	289	296	216	125	12	12	0	3	5	55	69	195	1277

Item 4	NYS DOT S/F Fredonia - 52253			154 Chautauqua Rd								Fredonia	
	Tina Wallace			tina.wallace@dot.ny.gov						716-753-2821			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	186	235	191	106	202	12	2	3	5	51	83	232	1308
Item 5	NYS DOT S/F Mayville - 52057			109 East Chautauqua St								Mayville	
	Tina Wallace			tina.wallace@dot.ny.gov						716-753-2821			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	670	780	642	275	37	14	4	4	9	176	34	612	3257
Item 6	NYS DOT S/F Sherman - 52303			119 Osborne St								Sherman	
	Tina Wallace			tina.wallace@dot.ny.gov						716-753-2821			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	236	211	180	76	30	10	10	8	13	47	16	157	994
Item 7	NYS DOT S/F Sherman Sub-Residency			119 Osborne St								Sherman	
	Tina Wallace			tina.wallace@dot.ny.gov						716-753-2821			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	63	53	50	20	7	2	10	1	2	12	0	33	253
Item 8	NYS DOT S/F Caneadea - 61034			9037 Rt 19								Caneadea	
	Jonathan Engels			Jonathan.Engels@dot.ny.gov						585-973-2171			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	226	183	166	70	11	1	1	1	1	43	37	111	851
Item 9	NYS DOT F Friendship - 61041			14 South Branch St								Friendship	
	Jonathan Engels			Jonathan.Engels@dot.ny.gov						585-973-2171			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	313	323	273	163	64	8	3	2	3	10	65	149	1376
											Total		12077

LOT 33	**Indexed Price-Interruptible Supply**									Winning Bidder and Price: National Fuel $(0.3883)			
Item 1	NYS OMH Buffalo Psychiatric Center								400 Forest Avenue			Buffalo	
	John Warnes			john.warnes@omh.ny.gov						716-816-2506			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	6208	6088	5242	3785	3006	3190	3182	3135	3031	3515	3886	5139	40382
											Total		40382

Utility **National Grid East Gate (Lots 34-36)**

LOT 34 **Fixed Price-Firm Supply** Winning Bidder and Price: Plymouth Rock $3.2300

Item 1 | Heritage Home for Women | 1519 Union Street | Schenectady | Jane Schramm | jschramm@heritagehome4women.net | 518-374-6921

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	293	277	180	101	48	30	28	25	25	23	60	93	1183

Item 2 | NYS Dept. of Trans. | 3716 burgoyne ave | hudson falls | gail favata | gail.favata@dot.ny.gov | 518-747-4724

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	212	189	121	40	16	2	1	3	25	45	118	127	899

Item 3 | NYS DOT Hudson Residency | 307 Union Turnpike | Hudson | Dawn Arnold | Dawn.Arnold@dot.ny.gov | 518-828-9401

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	250	270	250	175	65	10	0	0	0	50	130	200	1400

Total 3482

LOT 35 **Indexed Price-Firm Supply** Winning Bidder and Price: Plymouth Rock $0.0940

Item 1 | Town of Malta Town Hall | 2540 Route 9 | Malta | Kevin T. King | comptroller@malta-town.org | 518-899-2502

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	0	0	0	0	0	0	1300	1200	1200	0	0	0	3700

Item 2 | Town of Malta Community Center | One Bayberry Drive | Malta | Kevin T. King | comptroller@malta-town.org | 518-899-2502

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	210	265	180	0	25	10	10	10	10	25	90	170	1005

Item 3 | NYS DOT | 21 9th Street | Waterford | Richard Martin | richard.martin@dot.ny.gov | 518-237-5821

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	883	718	440	240	41	11	11	0	128	298	606	829	4205

Item 4 | Town of Malta Garage | 2540 Route 9 | Malta | Kevin T. King | comptroller@malta-town.org | 518-899-2502

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	210	265	180	100	25	10	10	10	10	25	90	170	1105

Item 5 | Town of Malta Garage | 2540 Route 9 | Malta | Kevin T. King | comptroller@malta-town.org | 518-899-2502

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	250	300	220	150	35	10	10	10	10	50	100	250	1395

Total 11410

LOT 36 : Item 4 is not awarded and item #5 is added to this lot

LOT 36 — **Indexed Price-Interruptible Supply** — Winning Bidder and Price: **East Coast $2.5220 (Items 1-3,5)**

Item 1

NYS DOH Wadsworth Ctr Griffin Laboratory	5668 State Farm Road	Slingerlands
Ken Troxell	ken.troxell@health.ny.gov	518-485-6783

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
122	140	82	161	97	78	79	95	81	103	131	103	1272

Item 2

NYS DOH Wadsworth Ctr Griffin Laboratory	5668 State Farm Road	Slingerlands
Ken Troxell	ken.troxell@health.ny.gov	518-485-6783

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
119	92	51	29	2	0	0	0	0	1	25	86	405

Item 3

DOH David Axelrod Institute for Public Health	120 New Scotland Avenue	Albany
ALonzo Conlon	alonzo.conlon@health.ny.gov	518-473-2790

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
6448	6559	2533	5843	4746	3741	3475	4411	4406	3903	4495	5788	56348

Item 4 Re-Bid

Hudson Correctional Facility	50 EAST COURT STREET	Hudson
MARIA FEY	MARIA.FEY@DOCCS.NY.GOV	518 828-4311 X3100

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
10850	10250	9500	6500	1550	1500	1500	1500	1550	5500	8000	10500	68700

Item 5 Added

OPWDD Capital District DDSO	500 Balltown Rd	Schenectady
Michael Maus	Michael.A.Maus@opwdd.ny.gov	

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
												43700

Total 101725

Utility

National Grid Metro (Lots 37-38)

LOT 37 — **Fixed Price-Firm Supply** — Winning Bidder and Price: East Coast $5.2518

Item 1

OPRHD NYC Reg Clay Pit Ponds SP	3044 Arthur Kill Rd.	Staten Island
Melissa Angelini	Melissa.angelini@parks.ny.gov	718-967-1976

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	22	21	18	8	0	1	0	0	1	4	2	3	80

Total 80

LOT 38 — **Indexed Price-Interruptible Supply** — Winning Bidder and Price: Plymouth Rock $1.1530

Item 1

OPWDD BROOKLYN DEVELOPMENTAL CENTER	888 Fountain Ave	Brooklyn
Igor Vagayev	igor.vagayev@opwdd.ny.gov	718-642-6070

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	5150	5290	5120	2800	1180	960	960	1000	1010	1130	3900	5150	33650

Total 33650

Utility **National Grid West Gate (Lots 39-42)**

LOT 39 **Fixed Price-Firm Supply** Winning Bidder and Price: Plymouth Rock $3.2300

Item 1 Gloversville Johnstown JWTF 191 Union Ave Johnstown

Donna Renda drenda@gjwastewater.com 518-762-3101

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	6500	6300	5400	3900	2000	1500	1300	1200	1200	2900	3200	5100	40500

Item 2 NYS DOT F Mexico Res - 35121 5846 Scenic Ave Mexico

Paul Blincoe paul.blincoe@dot.ny.gov 315-963-3730

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	40	40	40	40	40	40	40	40	40	40	40	40	480

Total	40980

LOT 40 **Indexed Price-Firm Supply** Winning Bidder and Price: National Fuel $(0.5446)

Item 1 OGS Senator John J. Hughes State Office Building 333 East Washington Street Syracuse

John Powers John.Powers@ogs.ny.gov 518-474-2349

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1616	1111	1060	574	70	13	11	49	38	370	1103	1111	7126

Item 2 OGS Utica State Office Building 207 Genesee Street Utica

John Powers John.Powers@ogs.ny.gov 518-474-2349

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1879	2210	1459	824	222	41	9	15	85	246	1343	2070	10403

Item 3 OGS Dulles State Office Building 317 Washington Street Watertown

John Powers John.Powers@ogs.ny.gov 518-474-2349

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1441	1196	932	461	107	0	0	0	17	197	711	1095	6157

Item 4 NYS DOCCS Marcy Old River Road Marcy

Ted Pelky theodore.pelky@doccs.ny.gov 315-768-1400 x3100

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	2720	2808	2515	2343	1005	687	603	547	692	1151	3320	3002	21393

Item 5 NYS DOCCS Mid-State CF Powerhouse 216 River Road Marcy

Parker Bryant parker.bryant@doccs.ny.gov 315-768-8581 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	34224	31041	30416	21308	9899	6727	5757	5865	7210	13605	24386	29980	220418

Item 6 NYS DOCCS Watertown CF Bldg # 76 32147 Swan Road Watertown

Larry Jordan larry.jordan@doccs.ny.gov 315-782-7490 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	6500	6300	5400	3900	2000	1500	1300	1200	1200	2900	3200	5100	40500

Total	305997

LOT 41 **Indexed Price-Firm Supply** Winning Bidder and Price: Empire Natural $0.0573

Item 1 NYSDOT R7 FLEET ADMIN SHOP | 22422 NYS Route 342 | Watertown
Lori Farren | Lori.Farren@dot.ny.gov | 315-785-2506

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	675	600	500	300	75	25	25	50	50	150	400	550	3400

Item 2 OMH Hutchings Psychiatric Center | 620 Madison St. | Syracuse
Traci Schifflett | traci.schifflett.@omh.ny.gov | 315-426-3966

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	5911	5857	4548	2288	835	605	537	443	542	1621	1992	4036	29215

Item 3 Oneida Co DPW Oriskany Gar | 6000 Airport Rd | Oriskany
Brian Scala | 315-793-6219

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	709	763	697	366	131	3	0	0	6	96	402	575	3748

Item 4 Oneida Co (Farm) | 121 Second Street | Oriskany
Randall Merritt | rmerritt@ocgov.net | 315-793-6248

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	125	120	110	50	11	1	1	1	3	20	50	110	602

Item 5 Oneida Co (Div. of Bldgs & Grds) | 300 W Dominick Street | Rome
Randall Merritt | rmerritt@ocgov.net | 315-793-6248

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	425	400	350	200	85	35	35	35	35	115	225	350	2290

Item 6 Oneida Co (Div. of Bldgs & Grds) | 301 W Dominick Street | Rome
Randall Merritt | rmerritt@ocgov.net | 315-793-6248

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	300	265	150	105	95	105	165	225	165	165	200	300	2240

Item 7 Oneida Co Union Station | 321 Main Street | Utica
Randall Merritt | rmerritt@ocgov.net | 315-793-6248

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1400	1200	1000	500	15	0	0	0	0	160	600	800	5675

Item 8 Oneida Co (Div. of Bldgs & Grds) | 200 Elizabeth Street | Utica
Randall Merritt | rmerritt@ocgov.net | 315-793-6248

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1750	2100	1600	1175	250	100	50	50	50	450	1000	1850	10425

Item 9	Oneida Co Clinic		406 Elizabeth Street	Utica
	Randall Merritt	rmerritt@ocgov.net		315-793-6248

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	150	150	125	50	10	2	2	2	10	40	75	150	766

Item 10	Oneida Co Records Center		4608 State Route 233	Westmoreland
	Randall Merritt	rmerritt@ocgov.net		315-793-6248

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	100	100	80	50	20	5	5	5	15	45	75	100	600

Item 11	Oneida Co Administration Office		1600 Genesee St	Utica
	James Biamonte	jimb@ohswa.org		315 733-1224

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	53	71	44	41	19	3	0	0	0	11	21	38	301

Item 12	UPPER MOHAWK VALLEY MEMORIAL AUD AUTH		400 Oriskany St. W.	Utica
	Luann Horton-Murad			315-738-0164

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	180	122	475	226	122	122	122	122	122	459	596	1684	4352

Total	63614

LOT 42 **Indexed Price-Interruptible Supply** Winning Bidder and Price: Energy Mark $(0.0100)

Item 1	Oneida Co Water Pollution Control Plt		51 Leland Ave	Utica
	John Waters			315-798-5656

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1214	1037	1027	490	133	41	26	46	33	219	630	1023	5919

Total	5919

Utility **NYSEG (Lots 43-46)**

LOT 43 **Fixed Price-Firm Supply** Winning Bidder and Price: RE-BID

Item 1	NYS DOT S/F Auburn Sub HQ - 31021		151 Dunning Ave	Auburn
	Christopher Covert	christopher.covert@dot.ny.gov		315-252-0535

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	300	320	270	50	50	10	10	5	5	105	110	280	1515

Item 2	NYS DOT S/F Moravia Sub HQ - 31073		Keeler Ave	Moravia
	Christopher Covert	christopher.covert@dot.ny.gov		315-252-0535

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	130	180	150	50	10	5	5	5	5	10	100	110	760

Item 3	NYS DOT F Seneca - 36151			78 East River Rd						Waterloo		
	Christopher Covert			christopher.covert@dot.ny.gov						315-252-0535		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1025	870	520	350	125	10	10	10	10	45	175	570	3720

Item 4	NYS DOT Barlow Rd #2			97 Barlow Rd #2						Binghamton		
	Tara Sullivan			tara.sullivan@dot.ny.gov						607 775 0867		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	5219	1417	2799	667	666	75	81	65	62	66	953	501	12571

Item 5	NYSDOT F OXFORD RESIDENCY			4480 STATE HIGHWAY 12						OXFORD		
	Michael Kranbuhl			mike.kranbuhl@dot.ny.gov						607-843-6884		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	222	240	385	104	115	6	3	3	4	7	34	235	1358

Total	19924

LOT 44 **Indexed Price-Firm Supply** Winning Bidder and Price: RE-BID

Item 1	JM MURRAY CTR			823 NYS rt 13						Cortland		
	Tedd Couchman			Teddc@jmmurray.com						607-758-1931		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	800	800	800	600	350	120	50	50	50	75	300	500	4495

Item 2	JM MURRAY CTR			4037 west road						Cortland		
	Tedd Couchman			Teddc@jmmurray.com						607-758-1931		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	100	80	60	40	35	0	0	0	0	10	15	70	410

Item 3	JM MURRAY CTR			4057 west raod						Cortland		
	Tedd Couchman			Teddc@jmmurray.com						607-758-1931		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	550	550	500	400	235	100	10	10	40	50	150	400	2995

Item 4	NYS DOT F Oneonta HQ			4359 St Hwy 7						Oneonta		
	Mike Adams			mike.adams@dot.nt.gov						607-432-5810		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	2800	2500	1500	700	200	0	0	0	200	600	1200	2000	11700

Item 5	OMH Elmira Psychiatric Center			100 Washington St.						Elmira		
	Kevin Kozemko			kevin.kozemko@omh.ny.gov						607-737-4907		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	4443	4554	3680	1934	670	488	385	379	393	1495	1992	3390	23803

Item 6 — Broome DDSO Day Hab | 67 Riverside Drive | Binghamton
Laura Horton Clark | laura.horton-clark@opwdd.ny.gov | 607-772-0196

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	225	190	158	78	20	7	6	6	32	104	206	221	1253

Item 7 — Chenango Regional Center/Norwich Day Hab | 119 Kemper Lane | Norwich
Brenda Crumb | brenda.crumb@opwddd.ny.gov | 607-240-4626

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	327	259	237	98	40	12	9	12	39	150	294	325	1802

Item 8 — NYS OPWDD DDSO Broome Valley Ridge CIT | 276 Chiarino Drive | Norwich
Tim Smith | Nancy.dye@opwdd.ny.gov | 607-240-4647

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	774	593	452	361	254	218	228	179	216	277	436	586	4574

Item 9 — Town of Lowville Highway Garage | 5481 Bostwick St | Lowville
Mark Tabolt | 315-376-6424

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	86	6	8	0	1	1	29	4	55	103	73	87	453

Item 10 — OGS Homer Folks Facility Upper West St. Bldg. 7b | Upper West St. Bldg. 7b | Oneonta
John Powers | John.Powers@ogs.ny.gov | 518-474-3249

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	469	379	279	219	89	9	0	0	2	117	252	281	2096

Item 11 — OGS Homer Folks Facility Upper West St. Bldg. 7 | Upper West St. Bldg. 7 | Oneonta
Travis Stevens | Travis.stevens@ogs.ny.gov | 518-858-0187

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	374	404	327	210	71	5	5	4	6	88	188	243	1925

Item 12 — NYS DOCCS Albion CF | 3595 State School Rd | Albion
Kevin Bush | kevin.bush@doccs.ny.gov | 585-589-5511 x3965

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	45	40	30	14	3	2	1	1	2	15	30	40	223

Item 13 — NYS DOCCS Albion CF | 3595 State School Rd | Albion
Kevin Bush | kevin.bush@doccs.ny.gov | 585-589-5511 x3965

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	22255	26555	22470	13800	7342	5300	4344	7444	4526	10435	15310	16385	156166

Item 14 — NYS DOCCS Albion CF W State Street | 3595 State School Rd | Albion
Kevin Bush | kevin.bush@doccs.ny.gov | 585-589-5511 x3965

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	260	225	175	135	45	10	4	4	37	105	210	235	1445

Item 15	NYS DOCCS Albion CF Warehouse		3595 State School Rd		Albion
	Kevin Bush	kevin.bush@doccs.ny.gov			585-589-5511 x3965

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	180	165	125	50	10	2	1	1	5	45	100	140	824

Item 16	NYS DOCCS Albion CF Annex		3595 State School Rd		Albion
	Kevin Bush	kevin.bush@doccs.ny.gov			585-589-5511 x3965

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	3600	3400	3200	2250	1000	670	550	550	680	1400	2350	3200	22850

Item 17	NYS DOCCS Orleans West		3531 Gains Basin Rd.		Albion
	Robert Lewis	Robert.lewis@doccs.ny.gov			585-589-6820 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	20	53	92	125	139	87	45	35	30	20	20	25	671

Item 18	NYS DOCCS Orleans South		3531 Gains Basin Rd.		Albion
	Robert Lewis	Robert.lewis@doccs.ny.gov			585-589-6820 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	440	600	750	1120	1000	750	700	500	450	325	325	400	7360

Total	245045

LOT 45 **Indexed Price-Firm Supply** Winning Bidder and Price: National Fuel $(0.5878)

Item 1	NYS DOCCS Auburn CF Power House		135 State Street		Auburn
	Kevin Halpin	kevin.halpin@doccs.ny.gov			315-253-8401 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	240	220	230	210	170	170	145	151	150	155	173	200	2314

Item 2	NYS DOCCS Southport CF Bldg #34		236 Bob Masia Dr		Pine City
	Bruce Noyes	Bruce.Noyes@doccs.ny.gov			607-737-0850 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	7403	7341	6619	3989	1158	933	866	840	848	3050	4430	6377	43854

Item 3	NYS DOCCS Clinton CF Power Hse		Lower Flagg		Dannemora
	claude schneider	claude.schneider@doccs.ny.gov			518-492-2511 x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	45000	41000	41000	32000	18000	10000	9000	9000	15000	27000	35000	40000	322000

Item 4	NYS DOCCS CAYUGA CF		2202 State Route 38 A		Moravia
	Pamela Quill	pamela.quill@doccs.ny.gov			315-497-1110 x8550

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	9917	8996	8877	6243	3287	2156	1937	1909	2021	4680	7255	8262	65540

Item 5 — NYS DOCCS CAYUGA CF | 2202 State Route 38 A | Moravia
Pamela Quill | pamela.quill@doccs.ny.gov | 315-497-1110 x8550

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	127	122	109	123	125	128	142	131	122	141	130	128	1528

Item 6 — NYS DOCCS Groveland CF Powerhouse | 7000 Sonyea Road | Sonyea
Howard Rockhill | howard.rockhill@doccs.ny.gov | 585-658-2871 x3968

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	27382	27085	24054	17311	8763	7476	7299	6987	7000	12995	16238	18190	180780

Item 7 — OGS Binghamton State Office Building | 44 Hawley Street | Binghamton
John Powers | John.Powers@ogs.ny.gov | 518-474-3249

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1572	1547	1436	681	230	62	27	38	135	382	890	1501	8501

Item 8 — NYS DOCCS Five Point | State Route 96 | Romulus
Jeff Minnerly | jeffrey.minnerly@doccs.ny.gov | 607-869-5111x3950

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	12657	11307	8776	2498	1750	381	2397	3093	3215	5725	6773	8645	67217

Total	691734

LOT 46 — **Indexed Price-Interruptible Supply** — Winning Bidder and Price: National Fuel $0.5638

Item 1 — NYS OMH Greater Binghamton Health Center | 425 Robinson St | Binghamton
William Shoemaker | william.shoemaker@omh.ny.gov | 607-773-4564

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	10014	9793	8640	5454	1927	972	799	774	952	4017	5156	7929	56427

Item 2 — NYS OPWDD DDSO Broome | 249 Glenwood Rd | Binghamton
Joe Gorman | joseph.gorman@opwdd.ny.gov | 607-770-0574

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	8540	7450	7160	4800	3510	2870	2640	2650	3000	4410	5440	8000	60470

Total	116897

Utility — **Orange & Rockland (Lots 47-48)**

LOT 47 — **Indexed Price-Firm Supply** — Winning Bidder and Price: M&R Energy $0.6520

Item 1 — OMH Cook Chill Production Center | 145 Old Orangeburg Rd. | Orangeburg
John Fratto | john.fratto@omh.ny.gov | 845-680-8758 Cell 845-742-8180

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DTH	1799	1487	1828	1240	802	640	615	587	588	935	1289	1776	13586

Item 2	OMH Rockland Psychiatric Center			140 Old Orangeburg Rd.			Orangeburg					
	John Rotella			John.Rotella@omh.ny.gov			845-680-8755					
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	22162	23053	19730	13834	8559	7465	6936	7128	7504	10261	12695	17609	156936
											Total		170522

LOT 48	**Indexed Price-Interruptible Supply**						Winning Bidder and Price: Colonial $0.1100						
Item 1	NYS DOH Helen Hayes Hospital Power Plant			51-55 Rt 9 W			West Haverstraw						
	Yuriy Hlovatsky			hlovatskyyy@helenhayeshosp.org			845-786-4427						
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Total**
DTH	12400	9200	9000	8060	5700	5200	4100	3500	4500	6800	7800	9430	85690
											Total		85690

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that

the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of

Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include

analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a 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" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency 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.

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GENERAL

1. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. BID A response to the Solicitation submitted by a Bidder to provide Products.

c. BIDDER Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

1. **Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.

2. **Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. **Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. **Piggyback Contract** A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. **Contract Letter** A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

***l.* ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. GROUP A classification of a Product that is designated by OGS.

n. INVITATION FOR BIDS (IFB) A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

o. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, enhancements or New Licensed Software

Releases, and any deliverables due under a technical support/maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

p. LICENSEE An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

q. LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. NEW LICENSED SOFTWARE RELEASES (Licensed Software Revisions) Any commercially released revisions to the licensed version of Licensed Software as may be generally offered and available to Authorized Users who are current on technical support/maintenance. New Licensed Software Releases involve a substantial revision of functionality from a previously released version of the Licensed Software. Updates are provided when available, and Contractor is under no obligation to develop any future Product or functionality.

u. OGS The New York State Office of General Services.

v. PRODUCTS Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

w. PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

x. REQUEST FOR PROPOSALS (RFP) A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to the responsive and responsible Bidder(s).

y. REQUEST FOR QUOTATION (RFQ) A type of Solicitation that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

z. RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

bb. SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

cc. SITE The location (street address) where Product will be delivered or executed.

dd. SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

ee. SOLICITATION Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

ff. SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

gg. STATE State of New York.

hh. STATE AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ii. SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

jj. TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

kk. VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

3. INTERNATIONAL BIDDING All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars

($US). Any Bids submitted which do not meet the above criteria will be rejected.

4. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. LATE BIDS REJECTED For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Solicitation or, if no place is specified, in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Solicitation for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Solicitation are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with the Solicitation. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User, shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance, shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

6. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Solicitation. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form;

b. The writing must identify the particular Solicitation requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and

c. The Bidder shall enumerate the proposed addition, deletion, counter-offer, deviation, or modification from the Solicitation, and the reasons therefor.

No extraneous terms, whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such terms in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of extraneous terms.

7. CONFIDENTIAL/TRADE SECRET MATERIALS

a. CONTRACTOR Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The State's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. COMMISSIONER OR AUTHORIZED USER Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

8. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. PREVAILING WAGE RATE APPLICABLE TO BIDS A copy of the applicable prevailing wage rate schedule is attached to the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep

informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Day's Labor No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

9. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

10. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized User(s) are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

11. ADVERTISING RESULTS The prior written approval of the Commissioner is required in order for results of the Solicitation to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Solicitation or Contract for press or other media releases.

12. PRODUCT REFERENCES

a. "**Or Equal**" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

13. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless

such use is precluded due to health, welfare, safety requirements or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

14. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

15. PRICING

a. Unit Pricing If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Solicitation.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. Best Pricing Offer During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

g. Specific price decreases:

(i) GSA Changes: Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) Commercial Price List Reductions: Where net pricing under the Contract is based on a discount from Contractor's list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing 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 (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

h. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law § 163(9)(c). A cost proposal revision must be a lower price than the initial price.

16. DRAWINGS

a. Drawings Submitted With Bid When the Solicitation requires the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Solicitation and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. Drawings Submitted During the Contract Term Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of Product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing Product, or carrying out any other requirements of the intended scope of work.

17. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

18. PURCHASING CARD The State's Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

19. SAMPLES

a. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Solicitation or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

b. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

c. Conformance with Samples Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Solicitation. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Solicitation, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

d. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.

e. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

20. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the Bid.

21. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

22. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

23. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty days after the date of the Bid opening or such other period of time as set forth in the Solicitation, during which period, Bids must remain firm and cannot be withdrawn. Where an award is not made within the sixty day period or other time specified as set forth in the Solicitation, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid.

TERMS & CONDITIONS

24. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

25. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

26. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

27. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

28. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within thirty days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

29. ESTIMATED/SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

30. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or 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 Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

31. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the Contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase

Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

32. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

33. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

34. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

35. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

36. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

37. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

38. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

39. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon

completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

40. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

41. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Contract, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

42. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

43. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

44. PERFORMANCE/BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish, without additional cost, a performance, payment or Bid bond, negotiable irrevocable letter of credit, or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

45. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

46. TERMINATION

a. For Cause For a material breach that remains uncured for more than thirty (30) calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively, at the Contractor's expense. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon sixty (60) calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

47. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond thirty (30) days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

48. CONTRACT INVOICING

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at **www.osc.state.ny.us**, by e-mail at **HelpDesk@sfs.ny.gov**, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

49. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within thirty calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least ten business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

50. PROMPT PAYMENTS

a. State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

51. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may be deducted from the Contract quantity without penalty or liability to the State. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during a period where Contractor is making good faith efforts to cure a material breach.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should Contractor and the Commissioner fail to agree upon the question of "materiality" in an instance of non-performance, such failure to agree shall be a dispute to be resolved in accordance with the OGS Dispute Resolution Procedures.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

52. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

53. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Material Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User representative.

54. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

55. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

56. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

57. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period(s) of up to one year. Such extension may be exercised on a month-to-month basis or in other stated periods of time during the one year extension.

58. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one (1) year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the independent software vendor (ISV), or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with ISV or other third-party manufacturers for warranty repair or replacement of ISV or other third-party manufacturer's Product.

Where Contractor, ISV or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable or

Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Licensed Software acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at Licensee's Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards. The Authorized User must notify Contractor of any services warranty deficiencies within ninety calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contactor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

59. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

60. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder solely due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

61. INDEMNIFICATION RELATING TO INFRINGEMENT The Contractor will also defend, indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right provided: (a) such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval, and (b)

Authorized User gives Contractor prompt written notice of any such action, claim suit or threat of suit alleging infringement.

The Authorized User shall give Contractor the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and to provide assistance in the defense of any such action, claim or suit at the expense of Contractor.

Such indemnity shall only be applicable in the event of claims, judgments, liabilities and/or costs that may be finally assessed against an Authorized User in any action for infringement of a patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims, judgments, liabilities and/or costs arise solely from the Authorized User's negligent act, failure to act, gross negligence or willful misconduct.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and seek to secure a continuance to permit the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

62. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars ($500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

63. DISPUTE RESOLUTION PROCEDURES
It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at: **http://nyspro.ogs.ny.gov/content/dispute-resolution-procedures**. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS

64. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. Licensed Documentation If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) hard copy instructions for access by downloading from the Internet; and (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per Site
- Processing Capacity - 10 copies per Site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the Terms of License.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, fixes, upgrades and New Licensed Software Releases to Licensee, and (ii) help desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line help desk accessibility. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the technical support/maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers, Facilities Management, Service Bureaus, or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and (ii) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a State function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies that require Licensee to restore backups or to initiate disaster recovery procedures for its platform or operating systems; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. The phrase "cold site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

65. <u>PRODUCT ACCEPTANCE</u> Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and

acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

66. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides provided that: (i) Contractor gives Licensee at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

67. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this clause, "Products." Deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this clause, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Solicitation or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing Hardware Product shall pass to Authorized User upon acceptance.

2. Software - Title and ownership to Existing Software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized

User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(**ii) Custom Products**: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

e. Contractor's Obligation with Regard to ISV (Third Party) Product Where Contractor furnishes Existing Licensed Product(s) as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV's standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

68. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

69. PRODUCT VERSION Purchase Orders shall be deemed to reference Manufacturer's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

70. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other customer, or (b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User's option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other customer, or (b) not less than twelve (12) months from the date of notice; and (iii) shall submit the

proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

71. NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all upgrades do not and will not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

72. SOURCE CODE ESCROW FOR LICENSED PRODUCT

If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such Source Code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this clause.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

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APPENDIX C

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN (EEO100)

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

Solicitation No.: 23008	Vendor ID Number:	Report includes: ☐ Contractor's work force to be utilized on this contract ☐ Contractor's total work force	Contractor's FEIN:
Contractor Name:			
Contractor Address:			

Enter the total number of employees for each classification.

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification											
		Total Male (M)	Total Female (F)	White (M)	(F)	Black (M)	(F)	Hispanic (M)	(F)	Asian (M)	(F)	American Indian or Alaskan Native (M)	(F)	Veteran (M)	(F)
Executive/Senior Level Officials & Managers															
First/Mid Level Officials & Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support															

GROUP 05900 – Natural Gas (Firm Supply – Indexed Price)
(Interruptible Supply – Indexed Price)

Workforce Chart (Continued)

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification											
		Total Male (M)	Total Female (F)	White (M)	(F)	Black (M)	(F)	Hispanic (M)	(F)	Asian (M)	(F)	American Indian or Alaskan Native (M)	(F)	Veteran (M)	(F)
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
Totals															

PREPARED BY (Signature): _____
NAME AND TITLE OF PREPARER (Print or Type): _____
_____
BUSINESS E-MAIL ADDRESS:_____

EEO100Staffing Plan (4/12)

EEO 100 Staffing Plan (Continued)

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offerer shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offerer shall complete this form for the contractor's total work force.

Instructions for completing:
Enter the Solicitation Number that this report applies to along with the name and address of the Offerer.
Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerers total work force.
Enter the total work force by EEO job category.
Break down the total work force by gender and enter under the heading "Work force by Gender."
Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION
Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:
WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa
HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands
AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

(continued)