

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 25416 - ACRYLIC COPOLYMER EMULSION & POLYETHYLENE WAX EMULSION (Great Meadow CF-CI) Classification Code : 13
Award Number	:	<u>02436-CI</u> (Replaces Award 4196-CI)
Contract Period	:	November 1, 2002 through October 31, 2004
Bid Opening Date	:	October 3, 2002
Date of Issue	:	October 28, 2002
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

Name	:	Jose Samson
Title	:	Purchasing Officer I
Phone	:	518-474-1300
Fax	:	518-474-1160
E-mail	:	jose.samson@ogs.state.ny.us

Description

This contract describes four raw materials used by Correctional Industries in formulating floor finishes.

PR # 02436-CI

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & MFR. ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC59814	INTERPOLYMER CORPORATION 200 Dan Rd. Canton, MA 02021	800/262-1281 Ext. 235 781/828-7120 Norma J. Gaynor Fax: 781/821-2485 E-mail: ngaynor@interpolymer.com	042325138

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

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

NOTE TO ALL CONTRACT USERS:

Selected terms and conditions of the bid solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price includes all customs duties and charges and be net, F.O.B. destination Great Meadow Correctional Facility Division of Industries, Soap Shop, Comstock, NY 12821 including tailgate delivery by tanker truck. Price also includes the following (**See: Contamination clause**):

Services of experienced technical representative to advise Great Meadow Correctional Facility supervisory personnel on proper formulation procedures with subject acrylic polymer emulsion and polyethylene wax emulsion, to enable the Agency to produce finished products which meet the required physical properties;

Upon agency request, conduct bacteriological tests for any evidence of bacteriological contamination of facility bulk tanks containing items one and two (Contractor is required to submit appropriate remedies in the event that contamination is found);

Quality Assurance Certificates of Analysis and Material Safety Data Sheets with each delivery;

Filtering of product through at least a 50 micron filter prior to delivery;

Technical and Support services as further required herein.

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

(continued)

LOT I - ACRYLIC COPOLYMER EMULSION AND
POLYETHYLENE WAX EMULSION

As described in "General Information," "Detailed Specifications"
of the referenced IFB and as follows:

<u>Item</u>		<u>Delivered Price</u>
<u>No.</u>	<u>Description</u>	<u>Per Pound</u>
1.	ACRYLIC COPOLYMER EMULSION (38% Solids) (CI Item Code EL016) - used in the production of described NY State Standard Formulation Floor Finish products and supplied in bulk shipment.	\$ 0.32/lb.
	Product Brand Name: Syntran 1286	
2.	POLYETHYLENE WAX EMULSION (40% Solids) (CI Item Code EL012) - used in the production of described NY State Standard Formulation Floor Finish products and supplied in bulk shipment.	\$ 0.59/lb.
	Product Brand Name: Syntran PA-1445	

Guaranteed Delivery: 14 calendar days A/R/O

CONTRACTOR: INTERPOLYMER CORPORATION

CONTRACT PAYMENTS:

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

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

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NOTE TO CONTRACTOR:

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

If a purchase order is not received from the agency within reasonable period after the beginning of the contract, the contractor should contact the agency directly requesting the submission of a purchase order. The agency contact person is Nancy Abraham, who can be reached at 518/436-6321, Ext. 2513.

MINIMUM ORDER:

Minimum order is one tanker truck load (approx. 40,000 pounds) consisting of either Item 1 alone or a combination of Item 1 and Item 2 with the Item 2 quantity being a minimum of 10,000 pounds.

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WARRANTIES AND GUARANTEES:

See "Warranties and Guarantees" and "Year 2000 Warranty" in Appendix B, OGS General Specifications

ESTIMATED QUANTITIES:

The quantities or dollar values are estimated only. See "Estimated/Specific Quantity Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWAL:

The contract term is as stated on the Invitation for Bids and the first page of this award.

The State has the right to terminate the resulting contract early for : (i) unavailability of funds; (ii) cause; or (iii) convenience. At its convenience, the State may unilaterally cancel the contract on a monthly basis any time after the initial twenty-four (24) months by providing written notification at least three (3) months prior to the effective date of cancellation. The minimum term of the contract shall be twenty-four (24) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$100,000.00.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery of product is required to be completed within **14 calendar days** after receipt of order.

Deliveries can commence at any time after 8:00 a.m., Monday through Friday (except holidays), but must be completed no later than 2:30 p.m.

Material shall be shipped in tanker trucks, not exceeding 12' 8" in height, which are equipped with sufficient hose (at least 50 feet) to reach Agency storage tanks and truck capable of rear end unloading.

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

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

PSG's PROTEST POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of complaints through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written protests. A copy of PSG's Bid Protest Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Bid Protest Procedures for Vendors."

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CONTAMINATION:

Contractor will either deliver product in their own tank trucks or by a third party, in either event, if contamination does occur during trucking, the contractor will be held accountable for reimbursement to the Department of Correctional Services, Division of Industries for any expense incurred due to such contamination including lost batches and replacement of furnished materials.

TECHNICAL SUPPORT:

In addition to the associated requirements of the Price clause, contractor shall provide consultation for chemical and technical assistance in all areas of floor care products formula development, production, storage, transportation and usage as needed within 24 hours of request. On an as needed basis to insure quality, contractor shall also provide laboratory testing with detailed reports thereof of resulting production of floor care products.

SUPPORT SERVICES:

Contractor will provide annual review of Great Meadow's floor care products storage, production and manufacturing procedures. Routine testing of storage tanks shall be undertaken by the contractor to control bacterial contamination. Such contamination control shall include adjustment of biocide content of next shipment to resolve any storage tank contamination.

CONTRACTOR'S NOTES:

1. Contractor will furnish the agency with written acknowledgment of the shipping date. Failure to comply may be cause for the initiation of contract default proceedings.

2. If shipment will not be made within the guaranteed delivery time; the contractor is required to notify the agency in writing. This notification must include the reasons for the delay and the latest date the material will be shipped. Should the delay be intolerable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

All correspondence for the aforementioned two points shall be directed to:

Department of Correctional Services
Division of Industries
550 Broadway
Albany, NY 12204-2802
ATTN: Nancy Abraham
Tele No.: 518/436-6321, Ext. 2513
E-mail nlabraham@corcraft.docs.state.ny.us

Great Meadow Correctional Facility
Division of Industries
Lock 11 Rd.
Comstock, NY 12821
ATTN: Gary Ramey
Tele No.: 518/639-5335

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