

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 30300 - BATTERIES (Vehicular Type) (Statewide)
		Classification Code(s): 25
Award Number	:	01797-RA (Replaces Award 00625-G-RA)
Contract Period	:	April 1, 2002 to March 31, 2003
Bid Opening Date	:	January 24, 2002
Date of Issue	:	February 4, 2002
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

All State Agencies & Vendors	Political Subdivisions & Others
Name : Donald L. Simpson	Name : Judy Gibbons
Title : Purchasing Officer I	Title : Purchase Coordinator
Phone : 518-474-2802	Phone : 518-474-6717
Fax : 518-474-8676	Fax : 518-474-2437
E-mail : donald.simpson@ogs.state.ny.us	E-mail : customer.services@ogs.state.ny.us

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

Description

This contract award notification describes lead-acid vehicular type storage batteries for use in motor vehicles, tractors, industrial, utility, and heavy-duty commercial applications that can be purchased statewide. Battery cores are recyclable.

PR #01797-T

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC59168	EAST PENN MANUFACTURING CO. INC. Deka Road Lyon Station, PA 19536-0147	610-682-6361 Ms. Shirley Bollinger Fax: 610-682-3216 E-Mail: eastpenn@eastpenn-deka.com Web: www.eastpenn-deka.com	231315454

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" at end of 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 AGENCY:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number of 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 ALL CONTRACT USERS:

The 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 is net, F.O.B. destination any point in New York State as designated by the ordering agency.

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

NEW YORK STATE PROCUREMENT CARD:

East Penn Mfg. Co., Inc. has stated that they will accept the N.Y.S. Procurement Card for orders up to \$2,500.00. However, no additional discount will be allowed.

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SPECIAL ORDERING INSTRUCTIONS:

East Penn Mfg. Co., Inc. offers Electronic Access Ordering (EDI).
Agencies are encouraged to utilize EDI capabilities. Please contact the contractor for specific information regarding electronic ordering.

DISCOUNT FROM "LIST":

The following are the discounts that the contractor has offered under this contract. These discounts will be applied to the "Price" column of the "Deka Batteries" East Penn Mfg. Co. price lists dated 4/1/02.

A. 5-9 batteries:	35%
B. 10-19 batteries:	44%
C. 20-34 batteries:	45%
D. 35 or more batteries:	47%

Manufacturer: East Penn Mfg. Co., Inc.
Delivery: 7 Days A/R/O

NEW YORK STATE DISTRIBUTORS:

NORWICH AUTO
PO Box 876
Norwich, NY 13815

Mr. Jeff Stein
SPRING VALLEY BATTERY
33 Lawrence Street
Spring Valley, NY 10977
845/356-1125

Mr. Joe Tremblay
ALBANY BATTERY
239A Third Street
Albany, NY 12206
518/426-3030

Mr. Don Abram
EL DON BATTERY, INC.
446 Shanley Street
Buffalo, NY 14206
716/896-0404

Mr. Rich Barnes
J & M SCHAEFFER, INC.
5 Collamar Circle
E. Syracuse, NY 13057
315/463-5223
800/552-3269

Mr. Rich Crispell
CRISPELL'S AUTOMOTIVE
1920 Slatterville Road
Ithaca, NY 14850
607/273-2596

Mr. Curt McHeffey
MC DISTRIBUTORS
72 Fox Farm Road
Gouverneur, NY 13642
315/287-2655

Mr. Mike Schreppel
YORKVILLE BATTERY
126 Whitesboro Street
Yorkville, NY 13495
315/736-2307

Mr. Barry Widrick
WIDRICK ELECTRIC
Route 12 South
Watertown, NY 13601
315/788-6342

Mr. Earl Bush
BUSH AUTO PARTS
109 Prescott Avenue
Elmira, NY 14903
607/732-7535

Frank Calvey
B & P WHOLESALE CORP.
5 Vestal Avenue
Endicott, NY 13760
607/748-3347

Mr. Al Mosher
FRED ROBERT'S AUTO PARTS
Andover Road
Wellsville, NY 14895
716/593-1221

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NEW YORK STATE DISTRIBUTORS: (Cont'd)

Mr. Kurt Burdick
FRED ROBERT'S AUTO PARTS
301 West 3rd Street
Jamestown, NY 14701
716/484-3373

Mr. John Miller
W. GLENN SEDAN INC.
PO Box 106
Perry, NY 14530
716/237-2124

Mr. Al Mosher
FRED ROBERT'S AUTO PARTS
28 Edward Street
Arcade, NY 14009
716/492-5114

Ms. Shannon Ashbaugh
FRED ROBERT'S AUTO PARTS
7500 Seneca Street North
Hornell, NY 14843
607/324-5320

FRED ROBERT'S AUTO PARTS
130 West Morris Street
Bath, NY 14810
607/776-7607

FRED ROBERT'S AUTO PARTS
270 Lake Street
Penn Yan, NY 14527
315/536-7451

FRED ROBERT'S AUTO PARTS
7332 E. Main Street
Westfield, NY 12787
716/326-3414

Mr. Bill Hirschmann
EPM-LONG ISLAND, NY
85 Schmitt Road
Farmingdale, NY 11735
631/777-7161

GROTON AUTO SUPPLY
156 Cayugo Street
Groton, NY 13073
607/898-5849

PARROWS AUTOMOTIVE
45 West Main Street
Waterloo, NY 13165
315/539-9572

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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.

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NOTE TO CONTRACTOR:

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

NOTE TO CONTRACTOR:

In the event a specified manufacturer's product listed in the Contract Award Notification becomes unavailable or cannot be supplied to the State by the contractor for any reason (except as provided for in the "Savings/Force Majeure" clause in Appendix B, OGS General Specifications), a product deemed by the Office of General Services to be equal to or better than the specified product must be substituted by the contractor at no additional cost or expense to the State.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

This contract 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 contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

MINIMUM ORDER:

Minimum order shall be 5 batteries.

DELIVERY:

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

Product is required within 7 days of receipt of order.

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

CONTRACT PERIOD AND RENEWALS:

Prices or discounts are firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the specifications and contract award. Price decreases or discount increases are permitted at any time.

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.

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WARRANTIES:

See "Warranties" and "Year 2000 Warranty" in Appendix B, OGS General Specifications. In addition, each battery sold under this contract has full warranty of **12 months**. If during this time, the battery fails, it must be replaced at NO cost to the user.

East Penn Manufacturing will repair or replace any battery which becomes unserviceable (not merely discharged) due to defects in workmanship within 12 months of service.

The free replacement warranty is in effect only if the battery is placed in service within 6 months of shipping date on the battery.

Free replacement warranty does not apply in the following cases: the container, cover or terminals are broken; if sealed batteries are open; if the manufacturer's code markings have been altered or destroyed; if the battery is frozen or damaged due to neglect or abuse including fire, wreckage, explosion or overcharging; if the battery used is of an electrical size smaller than the one specified by the equipment manufacturer; if the battery was used in an application for which it was not designed; or if it was installed or charged in reverse.

Loss of time, inconvenience, loss of use of the vehicle or other consequential damages do not apply.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format (may be submitted by diskette in Microsoft Excel format):

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

SAMPLES TO BE SUBMITTED BY CONTRACTOR:

The contractor may be required to submit samples. See "Samples" in Appendix B, OGS General Specifications.

EMERGENCY PURCHASING:

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

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"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

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

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

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

SERVICE:

Contractor must provide cross referencing to all contract users in a timely fashion. Full assistance must be provided to ensure correct cross referencing.

DISCOUNT:

The discounts listed are the same for all batteries in the price list.

GENERAL:

Batteries shall meet ANSI/SAE #J537-36 standards, including the most recent updated revisions. Batteries shall be identified by BCI Group Classification including Cold Cranking Amp Performance, Reserve/Discharge Capacity rating, and comparable electrical rating characteristics relative to the manufacturer's type-number(s) as listed in the Invitation for Bids.

RATINGS:

Battery ratings shall be as stated in the most recent publication of the Battery Council International (BCI) using the test methods described in ANSI/SAE #J537-86, or latest revision thereof.

Cold Cranking Amps (CCA) Performance shall be the discharge load, in amperes, which a new fully charged battery at 0°F degrees Fahrenheit [-17.8 Degree C] can deliver for 30 continuous seconds, while maintaining a voltage of 1.2v volts, or higher, per cell.

Reserve Capacity shall be the number of continuous minutes a new fully charged battery at 80°F degrees Fahrenheit [26.7 Degree C] can be discharged at a 25A ampere draw and maintain a voltage of 1.75 volts, or higher per cell.

Discharge (Peak) Capacity shall be the number of continuous minutes a new fully charged battery, at 80°F degrees Fahrenheit [26.7 Degree C], can be discharged at a 75A ampere draw, and maintain a battery voltage of 5.25v volts, or higher.

Batteries shall meet or exceed these requirements for performance and capacity as set forth in the most recent publication of the Battery Council International (BCI).

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LABELING AND REGULATIONS:

All batteries shall be provided with a label(s) and/or manufacturer's literature indicating: BCI Group Classification, Voltage Rating, CCA Rating, Reserve/Discharge Capacity Rating (in minutes), Recyclable Product Emblem, Hazard Warnings, manufacturer's ID code (type number), etc. The State reserves the right to consider labeling which does not list certain classifications/ratings stated previously, when the manufacturer and manufacturer's (type number) code are readily identified on the product.

All batteries shall be labeled, handled, transported, delivered, and disposed-of/recycled in full compliance with Federal & State, traffic and environmental: laws, codes, rules, and regulations applicable to this product.

RECYCLABLE CORE (BATTERY) TRACKING:

All units (batteries) provided under this contract shall be billed by type (code) number with a separate core charge being listed for each core (battery) provided. Additionally, the invoice shall list a core credit for any and all core(s) returned to the contractor. The core credit amount shall be predicated upon its BCI classification and not the manufacturing source. There shall be no charges related to handling or invoicing the recyclable core credit/s. A signed shipping document shall be provided listing the quantity of cores being returned for credit/recycling.

List price of the battery/ies does NOT include its/their respective core charge/s. Respective core charges/credits/exchanges shall be documented at the time of shipment and/or billing as stated in the previous paragraph.

In the event that exchange cores are unavailable at the time of delivery of new units, the vendor shall arrange for acquisition of the cores at their earliest convenience. Shipping costs shall be assessed under the same conditions as those for new batteries. At no time should the total number of cores returned exceed the number of new batteries ordered.

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**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

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

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

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, Room 3711
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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