

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

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	:	<b>Group 38650 – Safety Equipment &amp; Products for Transportation &amp; Public Works – Comprehensive Crash Mitigation - (including Attenuators, Barricades, Bridge Rail, Crash Cushions &amp; Guide Rail) (Statewide)</b>
<b>Award Number</b>	:	<a href="#">22734</a> <span style="float: right;">Replaces Awards 20673 &amp; 21253</span>
<b>Contract Period</b>	:	<b>December 23, 2014 through August 31, 2018</b>
<b>Bid Opening Date</b>	:	<b>April 2, 2014</b>
<b>Date of Issue</b>	:	<b>December 22, 2014</b>
<b>Specification Reference</b>	:	<b>As Incorporated In Section VII &amp; Appendix 4 of The Invitation for Bids</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name	: Jim Malone	New York State Procurement	
Title	: Contract Management Specialist 1	Customer Services	
Phone	: 518-473-2428	Phone	: 518-474-6717
Fax	: 518-486-6867	Fax	: 518-474-2437
E-mail	: James.Malone@ogs.ny.gov	E-mail	: customer.services@ogs.ny.gov

**The New York State Procurement values your input.**  
**Complete and return "Contract Performance Report" at end of document.**

#### Description

These awards provide Authorized Users with a means of acquiring equipment, associated accessories, parts and products manufactured and sold in the transportation, traffic and public safety industries. Products covered under this procurement include but are not limited to those designed for road and highway guidance, situational redirection and crash mitigation, such as Attenuators, Barricades, Bridge Rail, and Crash Cushions & Guide Rail.

Installation is not a part of this contract. Authorized Users are responsible for providing or procuring set up and/or installation of equipment purchased as needed.

PR # 22734

(continued)

**GROUP38650 – Safety Equipment & Products for Transportation & Public Works – Comprehensive  
Crash Mitigation - (including Attenuators, Barricades, Bridge Rail, Crash Cushions &  
Guide Rail) (Statewide) CONTRACT AWARD NOTIFICATION PAGE 2**

**NOTE:** This Contract Award Notification is published as an informational aid for NYSPRO contract users to assist them in the use of Award 22734. It is not the contract document. The information herein is compiled from the actual contract documents individually executed with each of the contractors listed below. Contractors are reminded to refer to your specific contract for guidance or contact the Contract Management Specialist of record for assistance.

The State is awarding contracts for Lots 1 through 7, 9, 11 through 13 and 15 through 18 of the Invitation for Bids. Bids received for Lots 8, 10 and 14 were non responsive per the requirements of the IFB and were not awarded.

See Lot Directory herein and the Contract Pricing section of the OGS Contact Web for this award to determine actual lot awards.

The contract awardees are as follows:

<u>CONTRACT #</u>	<u>CONTRACTOR, Location &amp; Signatory Official</u>	<u>TELEPHONE #</u>	<u>FEIN / NYS VENDOR ID</u>
PC66721 SB	Eberl Iron Works, Inc. 128 Sycamore Street Buffalo, New York 14204 John C. Eberl, C. E. O.	(716) 854-7633  Toll Free - (800) 285-3056	16-0417520 / 1000007436
PC66722	Elderlee, Inc. 729 Cross Road Oaks Corners, New York 14518 Paul Strain, Vice President of Manufacturing	(315) 789-9915  Toll Free - (800) 334-5917	16-0709819 / 1000028299
PC66723	Gregory Industries, LLC 4100 13 <sup>th</sup> Street SW Canton, Ohio 44720 Andrew Artar, Vice President of Sales & Marketing	(330) 477-4800x123  Toll Free - (800) 323-0477	34-0818723 / 1000055823
PC66724 SB	Impact Absorption, Inc. 233 East Shore Road, Suite 210 Great Neck, New York 11023 Michael Kempen, President	(516) 498-1050  Toll Free - (877) 229-5819	11-3421420 / 1000033657
PC66725	Mohr Manufacturing Inc. 1319 Larc Industrial Boulevard Burnsville, Minnesota 55337 Jeff Mohr, C. E. O.	(952) 882-8800  Toll Free - (800) 852-6752	20-2746807 / 1100113832
PC66726	Traffix Devices, Inc. 160 Avenida La Pata San Clemente, California 92673 Scott Ryan, Vice President of Sales	(949) 361-5663  Toll Free - (877) 930-5663	33-0217824 / 1000019392
PC66727	Transpo Industries, Inc. 20 Jones Street New Rochelle, New York 10801 Michael S. Stenko, President	(914) 636-1000  Toll Free - (800) 321-7870	13-2615924 / 1000006174
PC66728	Work Area Protection Corporation 2500 Production Drive Saint Charles, Illinois 60174 Douglas Comstock, Vice President	(630) 377-9100  Toll Free - (800) 327-4417	52-1488457 / 1000009439

A Contractor Directory containing operational/administrative personnel may be found beginning on page 4

No Cash Discounts are being offered by the Contractors.

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

**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 New York State Procurement 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).

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**LOT AWARDS**

<b>Lot Numbers Awarded</b>	<b>Lot Description</b>	<b>Contractor</b>
Lot 1	Type 1 - Galvanized Steel Posts	Elderlee Inc.
Lot 2	Type 1 - Box Beam Guide Rail	Elderlee Inc
Lot 3	Type 1 – Corrugated Beam Guide Rail	Elderlee Inc
Lot 4	Type 1 – Cable Guide Rail	Elderlee Inc
Lot 5	Miscellaneous Hardware	Elderlee Inc
Lot 6	Road Systems, Inc. (RSI) BEAT System Series Products	Gregory Industries, Inc.
Lot 7	Road Systems, Inc. (RSI) SKT Series Products	Gregory Industries, Inc.
Lot 9	Gregory GMS	Gregory Industries, Inc.
Lot 11	Energy Absorption Systems, Inc. Products	Transpo Industries, Inc.
Lot 12	Barrier Systems, Inc. Products	Impact Absorption Inc.
Lot 13	SCI System Products	Work Area Protection Corp.
Lot 15	Scorpion Attenuator System Products	Traffix Devices Inc.
Lot 16	SUV and Lightweight Vehicle Attenuator	Mohr Manufacturing, Inc.
Lot 17	General Purpose Barricades, Parts & Accessories	Eberl Iron Works, Inc.
Lot 18	Gregory Attenuators	Eberl Iron Works, Inc.

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**CONTRACTOR DIRECTORY**

<b>Contract #: <u>PC</u></b>	Contract Administrator, Emergency Contact Technical Information	Expeditor
<b>Company</b>	<b>Eberl Iron Works, Inc.</b>	
<b>Name</b>	John C. Eberl	Greg Jones
<b>Title</b>	C. E. O.	Customer Service Supervisor
<b>E-mail</b>	john.eberl@eberliron.com	greg.jones@eberliron.com
<b>Reg. Phone</b>	(716) 854-7633	
<b>Toll Free Phone</b>	(800) 285-3056	
<b>Cellular Phone</b>	(716) 860-3268	
<b>Fax</b>	(716) 854-1184	
<b>Hours Of Operations</b>	8:00 AM to 4:30 PM – EST – Monday through Friday	
<b>Company Website</b>	www.eberliron.com	
<b>Additional Information</b>	Contractor may accept orders for less than the stated minimum order. Contractor does not accept the NYS Procurement Card. Contractor charges a 10% restocking fee on opened product returns due to Authorized User error.	

<b>Contract #: <u>PC</u></b>	Contract Administrator, Emergency Contact	Expeditor, Technical Information
<b>Company</b>	<b>Elderlee, Inc.</b>	
<b>Name</b>	Paul Strain	Joseph Chaapel
<b>Title</b>	Vice President of Manufacturing	Inside Sales
<b>E-mail</b>	pstrain@elderlee.com	jchaapel@elderlee.com
<b>Reg. Phone</b>	(315) 789-9915	
<b>Toll Free Phone</b>	(800) 344-5917	
<b>Cellular Phone</b>	(315) 521-3971	(315) 521-3971
<b>Fax</b>	(315) 789-6615	
<b>Hours Of Operations</b>	8:00 AM to 5:00 PM – EST – Monday through Friday	
<b>Company Website</b>	www.elderlee.com	
<b>Additional Information</b>	Contractor will not accept orders for less than the stated minimum order. Contractor accepts the NYS Procurement Card for orders not to exceed \$15,000.00. Contractor charges a 10% restocking fee on opened product returns due to Authorized User error.	

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**CONTRACTOR DIRECTORY (Continued)**

<b>Contract #:</b> <u>PC</u>	Contract Administrator	Emergency Contact, Expeditor, Technical Information
<b>Company</b>	<b>Gregory Industries, Inc.</b>	
<b>Name</b>	Andrew Artar	Mark Stroia
<b>Title</b>	Vice President of Sales & Marketing	Regional Sales Manager
<b>E-mail</b>	aartar@gregorycorp.com	mstroia@gregorycorp.com
<b>Reg. Phone</b>	(330) 477-4800 x123	(330) 477-4800 x135
<b>Toll Free Phone</b>	(800) 323-0477	
<b>Cellular Phone</b>		(330) 280-1859
<b>Fax</b>	(330) 477-0328	
<b>Hours Of Operations</b>	8:00 AM to 5:00 PM – EST – Monday through Friday	
<b>Company Website</b>	www.gregorycorp.com	
<b>Additional Information</b>	Contractor will not accept orders for less than the stated minimum order. Contractor does not accept the NYS Procurement Card. Contractor charges a 10% restocking fee on opened product returns resulting from Authorized User error.	

<b>Contract #:</b> <u>PC</u>	Contract Administrator	Emergency Contact, Expeditor, Technical Information
<b>Company</b>	<b>Impact Absorption, Inc.</b>	
<b>Name</b>	Michael Kempen	Joe Salerno
<b>Title</b>	President	Vice-President
<b>E-mail</b>	mkempen@impactabsorption.com	jsalerno@impactabsorption.com
<b>Reg. Phone</b>	(516) 498-1050	
<b>Toll Free Phone</b>	(877) 2295819	
<b>Cellular Phone</b>		(315) 521-3971
<b>Fax</b>	(718) 225-2845	
<b>Hours Of Operations</b>	8:00 AM to 5:00 PM – EST – Monday through Friday	
<b>Company Website</b>	www.impactabsorption.com	
<b>Additional Information</b>	Contractor may accept orders for less than the stated minimum order. Contractor accepts the NYS Procurement Card for orders not to exceed \$2000.00 Contractor charges a 10% restocking fee on opened product returns resulting from Authorized User error.	

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**CONTRACTOR DIRECTORY (Continued)**

<b>Contract #: PC</b>	Contract Administrator, Emergency Contact, Expeditor, Technical Information
<b>Company</b>	<b>Mohr Manufacturing, Inc.</b>
<b>Name</b>	Jeff Mohr
<b>Title</b>	C. E. O.
<b>E-mail</b>	superbumper@qwestoffice.net
<b>Reg. Phone</b>	(952) 882-8800
<b>Toll Free Phone</b>	(800) 852-6752
<b>Cellular Phone</b>	(218) 841-0373
<b>Fax</b>	(952) 898-3746
<b>Hours Of Operations</b>	Monday through Friday – 8 am to 5 pm EST
<b>Company Website</b>	www.sparebumper.com
<b>Additional Information</b>	Contractor may accept orders for less than the stated minimum order. Contractor accepts the NYS Procurement Card for orders not to exceed \$15,000.00 Contractor offers a 5% discount on purchases made using the NYS Procurement Card. Contractor does not charge a restocking fee on open returns.

<b>Contract #: PC</b>	Contract Administrator, Expeditor	Emergency Contact, Technical Information
<b>Company</b>	<b>Traffix Devices, Inc</b>	
<b>Name</b>	Denise Shepard	John Risley
<b>Title</b>	Contracts & Bids Manager	North East Regional Sales Manager
<b>E-mail</b>	dsheppard@traffixdevices.com	jrisley@traffixdevices.com
<b>Reg. Phone</b>	(949) 361-5663	(601) 337-9556
<b>Toll Free Phone</b>	(888) 930-5663	
<b>Cellular Phone</b>		(610) 662-7173
<b>Fax</b>	(949) 361-9205	
<b>Hours Of Operations</b>	6:30am – 5:00pm PST Monday through Friday	7:30am - 4:30pm EST Monday through Friday
<b>Company Website</b>	www.TraffixDevices.com	
<b>Additional Information</b>	Contractor may accept orders for less than the stated minimum order. Contractor accepts the NYS Procurement Card for orders not to exceed \$15,000.00. Contractor charges a 10% restocking fee on opened product returns resulting from Authorized User error.	

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**CONTRACTOR DIRECTORY (Continued)**

<b>Contract #: PC</b>	Contract Administrator, Emergency Contact, Expeditor, Technical Information
<b>Company</b>	<b>Transpo Industries, Inc.</b>
<b>Name</b>	Janice Fernandez
<b>Title</b>	General Manager, Distributor Division
<b>E-mail</b>	jfernandez@transpo.com
<b>Reg. Phone</b>	(914) 636-1000 x647
<b>Toll Free Phone</b>	(800) 321-7870
<b>Cellular Phone</b>	(914) 441-0307
<b>Fax</b>	(914) 636-1282
<b>Hours Of Operations</b>	8:30 AM to 5:00 PM EST - Monday through Friday
<b>Company Website</b>	www.transpo.com
<b>Additional Information</b>	Contractor may accept orders for less than the stated minimum order. Contractor accepts the NYS Procurement Card for orders not to exceed \$2500.00. Contractor charges a 10% restocking fee on opened product returns resulting from Authorized User error.

<b>Contract #: PC</b>	Contract Administrator, Emergency Contact, Technical Information	Expeditor
<b>Company</b>	<b>Work Area Protection Corporation</b>	
<b>Name</b>	Jeffery Smith	Barbara Ray
<b>Title</b>	Vice President	Customer Service
<b>Reg. Phone</b>	(630) 377-9100	(630) 377-9100
<b>E-mail</b>	jsmith@workareaprotection.com	bray@workareaprotection.com
<b>Toll Free Phone</b>	(800) 327-4417	(800) 327-4417
<b>Cellular Phone</b>	(630) 330-8063	
<b>Fax</b>	(630) 377-9270	(630) 377-9270
<b>Hours Of Operations</b>	8:00 AM to 6:00 PM EST - Monday through Friday	
<b>Company Website</b>	www.workareaprotection.com	
<b>Additional Information</b>	Contractor will not accept orders for less than the stated minimum order. Contractor accepts the NYS Procurement Card for orders not to exceed \$15,000.00. Contractor does not charge a restocking fee on open returns.	

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**PRICE & SHIPPING**

Line Item pricing for this contract is detailed the Contract Pricing Section of the OGS Contract Web for this Award.

Pricing for CORE Contract Items is per Item and is listed as both:

- a. Net, FOB Destination, Freight Prepaid and Included,
- b. Net, FOB Shipping Point – with Product Pick Up – whereby Alternate Shipping is arranged and provided for by the contract user.

Pricing for all NON – CORE Catalog Items is Net, FOB Destination, Freight Prepaid and included, regardless of whether product is shipped by the contractor or picked up by the contract user.

All products shall be shipped from a point within the United States to a delivery location in New York State as designated by the ordering Authorized User including dock delivery and tailgating of load. Additional shipping fees may be charged when delivery to the required delivery point is not possible via dock, any other door, stairway or elevator freight service and/or when specialized service is requested in writing by the purchaser. Authorized User must be informed of any additional shipping cost(s) prior to delivery and agree to the additional charge(s) in writing. Such cost(s) shall also be prepaid and added to the Contractor's invoice and the invoice must include a separate invoice from the carrier detailing the service premium. Any additional carrier charges for "extra" services may be disallowed. Authorized User will not be additionally charged for delivery to the building location since shipping is FOB Destination. Any additional shipping charges are subject to post-audit. If it is determined that a Contractor is charging excessive amounts for any shipping or delivery services, the State may seek reimbursement for such amounts, may remove the Contractor from the list of eligible bidders, and may cancel the contract.

All costs relating to the importing of foreign produced components and/or finished goods including any transportation, customs fees, tariffs, taxes and charges are solely the responsibility of the seller, not that of the buyer. In addition, upon mutual agreement of the Contractor and OGS, delivery locations may be expanded per the "Extension of Use" clause.

Price includes ALL required insurance coverage costs. Each requirement should be reviewed carefully.

**SUPPLY COVERAGE AREAS**

Lots 1 through 5, 8 and 9, 11, 13, and 16 through 18, covered by this contract have been made on a statewide basis. Pricing is constant on all items, to all points of delivery within the State of NY and is reflected in the Contract Pricing Section.

For GREGORY HIGHWAY:

Lots 6 and 7 covered by this contract have been awarded on a statewide basis. Pricing is constant on all items, to all points of delivery within the State of NY and is reflected in the Contract Pricing Section.

Lot 9 has been awarded on a regional basis. The pricing posted in the Contract Pricing Section for the core list items awarded shows pricing for shipment to each the four (4) individual supply coverage areas (as shown below), and shows a single statewide price for the remaining non-core catalog items.

For IMPACT ABSORPTION:

Lot 12 has been awarded on a regional basis. The pricing posted in the Contract Pricing Section for the core list items awarded shows pricing for shipment to each the four (4) individual supply coverage areas (as shown below), and shows a single statewide price for the remaining non-core catalog items.

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**GROUP38650 – Safety Equipment & Products for Transportation & Public Works – Comprehensive  
Crash Mitigation - (including Attenuators, Barricades, Bridge Rail, Crash Cushions &  
Guide Rail) (Statewide) CONTRACT AWARD NOTIFICATION PAGE 10**

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**The Supply Coverage Areas are as follows:**

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

A map of the Supply Coverage Areas may be found at the end of this notification.

**Orders**

**Minimum Order**

Minimum order shall be \$500.00.  
Contractor may elect to honor orders for less than the minimum order.

**Purchase Orders**

All orders /vouchers should include the contract number and a line by line listing of separate items and charges. All pertinent delivery information shall be included in the document.

Orders must be accepted by the Contractor between the hours of 8:00 a.m. through 5:00 p.m. ET, Monday through Friday, except NYS Holidays. Contractor shall be capable of accepting orders: (1) verbally via toll-free number; (2) manually, via e-mail, facsimile or postal delivery; and, (3) if the contractor exercises their option to provide a personal computer web-based system, electronically.

All orders (verbal, hard copied or electronic) shall reference contract number, requisition and/or purchase order number as required.

**Order Acceptance**

A purchase order shall be deemed to be received by the Contractor four (4) calendar days after placement of order by mail, or the same as day sent if submitted verbally or by electronic transmission. All purchase orders shall be confirmed as received by the Contractor. Purchase Orders should include the detailed information stated above and any delivery requirements, personnel contact numbers or additional information a Contractor and shipping carrier may need in to properly process and deliver the product in a timely manner.

**Use of Resellers/Distributors**

Contractors may provide items directly, or through Resellers/Distributors to insure maximum service capability throughout the State. They may also participate as alternate distribution sources for Contractor. These companies, if being utilized, are identified, along with their scope of involvement in the contract, on the individual contractor’s price list found on the OGS Contract Website.

Contractor shall be fully liable for Reseller(s)’ performance and compliance with all Contract terms and conditions. Product(s) purchased through Reseller(s) must be reported by Contractor in the required quarterly reports to the State as a condition of payment.

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### **Use of Contract Pricing Section**

Each contractor has their own Pricing Tab under the Contract Pricing Section link on the OGS-NYSPro contract website. Each tab contains the vendor product and price information for the awarded contract, along with contract information, contractor and if applicable subcontractor information

The pricing section for each vendor begins with **CORE ITEM PRICING** followed by the contractor's **Catalog Price & Product List for Non Core (Catalog) Contract Items**.

As noted above, Lots 9 and 12 were awarded by Supply Coverage Area. These lots will have a separate **Core Item Pricing** list for **each** Supply Coverage Area. Authorized Users should use the appropriate section for the Supply Coverage Area in which the user is located

There is only one **Catalog Price & Product List for Non Core (Catalog) Contract Items** list per each lot.

To determine the unit price of a CORE ITEM being delivered by the contractor, use: the column headed as **“Core List Contract Pricing Delivered Price”** down the far right side of the list.

If the Authorized User is picking up the product directly from the contractor or arranging for alternate shipping, determine the unit price of a CORE ITEM by using the column headed as **“Core List Contract Pricing - Item Only”** found to the right of the “Core List Quoted List Price” column located to the right of center on the page.

To determine the unit price of a Non-Core Catalog item, use the values listed under **“Contract Unit Price”** on the far right hand column of the **“Catalog Price & Product List for Non Core (Catalog) Contract Items”** section of the tab.

Any additional earned volume discounts offered by a contractor should be noted separately below a sub total on your purchase order and not as a deduction from any individual line item.

### **“OGS or Less” Guidelines Apply**

Purchases of the products included under these Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3) (a) (v). This means that State agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are: lower in price ***and/or*** available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.). Agencies are reminded that they must provide the State Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines for additional information.  
<http://www.ogs.ny.gov/procurecouncil/pdfdoc/guidelines.pdf>

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**Delivery**

Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Product will be required as soon as possible and delivery time may be considered by an Authorized User when issuing a purchase order. Deliveries must be made to the using Authorized User within sixty (60) days of the Contractor's receipt of order.

There will be NO backordering of system components. (Note that the 30 day delivery provision of Appendix B, Section 45 - PRODUCT DELIVERY is modified by this part of "DELIVERY".)

**Purchase Order Instructions:**

Delivery shall be made in accordance with instructions on purchase order from each Authorized User. 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 party and, if applicable, from NYSPro.

**Shipping Dates and Delivery Time:**

Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order which will include an anticipated shipping date of each order. The Contractor must notify the Authorized User at least forty-eight (48) hours in advance of shipment so that necessary receiving arrangements can be made.

If shipment will not be made within the delivery time, the Contractor is required to notify the Authorized User in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the product will be shipped. Should the delay not be acceptable to the Authorized User, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

All correspondence on shipping dates and delivery time shall be directed to the ordering Authorized User's contact person.

**Delivery Condition:**

The brand delivered must be strictly in accordance with the one awarded. Contractor shall be responsible to make no shipment of the product that will be exposed to conditions during transit, detrimental to the product. Product must be delivered strictly in accordance with specifications and shall be "Ready for Use."

**Delivery Certification:**

Contractor shall secure a signed receipt from Authorized User certifying to delivery of product. In the event deficiencies are later noted and a properly signed receipt is not available, Contractor will be responsible to ship adequate additional product, as soon as possible, to resolve the deficiency.

**Expansion of Delivery Points:**

Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts" and "Extension of Use" clauses incorporated herein.

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**Invoices**

Invoices must be detailed and include all of the following:

- Contract Number
- Purchase Order Number
- NYS Vendor ID Number
- Item Number
  - Should not be something that is “unique” to dealer or distributor.
  - Should be something that can be tracked by a third party.
  - Preferably a manufacturer’s code or identifying number.
- Line item breakdown of all charges.
- Line item breakdown of any deletions.
- Shipped Date.
- Shipping Company & Bill of Lading Number.
- Any Agreed to, Applicable or Contracted Shipping Charges.

If the Contractor is using subcontractors (authorized dealer/distributors) to service Authorized Users and allows the subcontractor to directly invoice and receive payment, dealer invoices must clearly identify their standing as a subcontractor and indicate the actual Contractor along with their contact information.

Failure to comply may result in lengthy payment delays.

Authorized Users are instructed not to process invoices without needed information

**Discrepancies**

The Contractor shall resolve all order and invoice discrepancies (e.g., shortages, incorrect item received, etc.) within five business days from notification.

**Settlements**

OGS has the right to determine the disposition of any rebate, settlement, restitution, liquidated damage, etc. which arise from the administration of this Contract.

(continued)

**Method of Payment**

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

Invoicing and payment shall be made in accordance with the terms set forth above and as specified in the executed contract

**New York State Procurement Card**

The Contractor Directory on Page 4 of this Contract Award Notification indicates whether or not a contractor will accept the NYS Purchasing Card for orders up to and including \$15,000.00. No extraordinary paper work is to be required of the Authorized User. No additional processing fees shall be applied to any procurement card transaction.

See Section: Appendix B Amendments “Procurement Card”.

**Procurement Card Receipts** - For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each Delivery.

**Product Returns Because of Quality Problems**

Upon written notification by the Authorized User to the Contractor, products determined to have quality problems, outdated product, damage, etc., shall be picked up by the Contractor within ten business days after notification with no restocking charge. The Authorized User shall elect whether to receive a replacement product or a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery. If a defect is not identified within 30 calendar days after delivery, the Authorized User may be required to contact the manufacturer directly. Contractor shall provide an Authorized User with the manufacturer's contact number.

**Product Returns Due To Authorized User Error**

Products ordered in error by an Authorized User shall be returned by Authorized User at its expense for credit within fifteen business days of delivery. Standard stock products must be in resalable condition (original container, unused). The Contractor may charge a restocking fee--not to exceed ten percent--for opened product returns due to Authorized User error. There shall be no restocking fee if returned products remain factory sealed.

**Warranties**

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

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability. Product literature and specifications must also be available.

Where accessories are to be supplied, they must be compatible with the rest of the product.

**Recalls**

The Contractor must immediately notify the Office of General Services' NYS Procurement of any recalls pertaining to product on contract.

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**Administrative and Service Requirements**

The Contractor shall provide a sufficient number of employees who are knowledgeable and responsive to customer needs and who can effectively service the contract. The Contractor shall also designate a customer service representative for Authorized Users.

**Technical Assistance:** Generalized instruction and technical assistance for the offered products in the normal course of doing business, or remotely via a customer or technical service website or telephone hotline is considered a part of the price of the product, and is to be available to Authorized Users on an as needed basis at no charge.

**Instruction Manuals:** Simultaneous with delivery, the Contractor shall furnish to the Authorized User, at no charge, a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

**New Accounts:** Contractor may ask State agencies and other Authorized Users to provide information, such as documentation of eligibility to use New York State contracts, agency code, name, address and contact person in order to facilitate the opening of a customer account. An Authorized User shall not be required to provide credit references.

**E-Mail & Telephone Contacts:** Contractors will provide active e-mail addresses and telephone numbers for all personnel assigned by the Contractor to directly service the contract. Unless specifically designated as an emergency or after-hours contact the information should be adequate for the State to contact the party during normal working hours between 9:00 am and 4:30 pm EST, Monday through Friday.

**Toll-Free Number:** Contractor must provide a toll-free telephone number for the Authorized User usage. Bidder must staff this toll-free number at a minimum from 9:00 am to 4:00 pm ET Monday through Friday.

**Emergency Service Number & Contact Information:** The Contractor will provide a toll free product emergency service, available seven days a week, twenty-four hours a day. Given the nature of the products, an emergency contact including name, number, cell number, fax, and email must be provided.

**Price List and Catalog:** Contractor shall be required to furnish, without charge, catalogs and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to all Authorized Users which request them. It is at the Authorized User's discretion as to whether a digital or physical format meets their needs.

**Format Requirements:** The Contractor shall provide, upon request and at no charge, sufficient Final Offered Price List(s) and catalog(s) to service all Authorized Users. Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting Authorized User. Upon request the Contractor shall assist Authorized Users in the use of catalogs and price lists.

**User Encouragement:** In the interest of solid waste management, and to reduce costs, Authorized Users are encouraged to request Price List(s) electronically (e.g., web, CDs) or by e-mail.

**Preferred Source Requirement -** The Contractor shall also identify products available from Preferred Sources by placing a letter code in a column next to the Products on the Contractor's Net Price List(s) (hard copy and electronic media) distributed to customers.

**Optional Dedicated Contract Website:** If offering a dedicated NYS Contract Website, the Contractor shall provide, on this supplemental website (and if applicable their web based ordering

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system), separate and distinct price lists for the NYS Net prices. It shall also provide on its website an electronic version of the supplier's catalog. Such lists shall be maintained at separate locations within the Contractor's website or web-based ordering system, either on separate pages, or at separate URLs.

### **Catalogs, Products and Terms**

Contractors catalogs containing the awarded items are a part of the contract. Contractors shall supply catalogs to authorized users upon request.

Only the products listed in the Contract Pricing pages are covered under the contract. It is the contractor's responsibility to make sure that all items delivered meet the contract specifications at all times.

Whereas existing catalogs and price lists may in normal publication contain general business terms and conditions. Any pre-existing or pre-published terms and conditions contained therein are hereby waived by the Contractor. Only the Terms and Conditions as stated within the attached Appendix A, & Appendix B, and as found in this contract, will apply.

### **Contract Modification Guidelines**

Product Catalogs and Commercial Price Lists submitted with the bid shall remain in effect for a minimum of one year from the contract start date. Following the first year of the contract, the Contractor may update these listings twice (2x) annually through the remaining term of the contract to reflect manufacturer's price changes and to facilitate the possible addition of new products as established by the manufacturer in their normal course of business. No amendment, change, modification, update, addition or deletion of any kind is permitted until it has been reviewed, accepted and approved, and published as such by NYS Procurement.

### **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.

### **Contract Migration**

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

### **Reservation**

The State reserves the right to negotiate lower pricing or to advertise for bids in the event of any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for Contract product(s) totaling more than \$250,000.00.

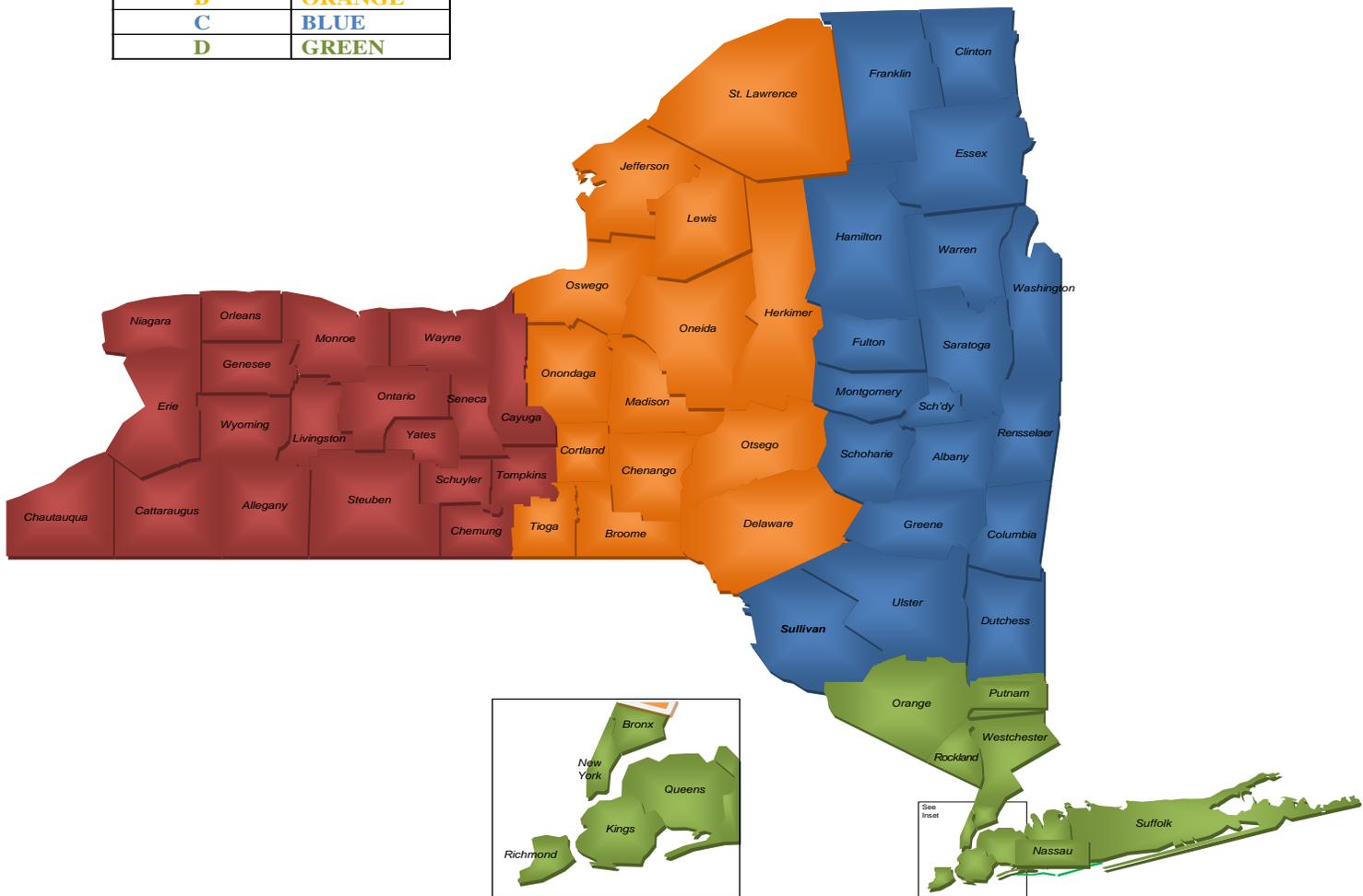
### **Poor Performance**

Authorized Users should notify NYS Procurement's Customer Services and the Contract Management Specialist of record 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 NYSPRO Customer Services via E-mail at [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov), or by calling (518) 474-6717.

(continued)

**Map of Supply Coverage Areas**

<b>NYS Supply Areas</b>	
<b>A</b>	<b>RED</b>
<b>B</b>	<b>ORANGE</b>
<b>C</b>	<b>BLUE</b>
<b>D</b>	<b>GREEN</b>



(continued)

**State of New York  
Office of General Services  
NEW YORK STATE PROCUREMENT  
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.**

**Award No.:** 22734 **Contract No.:** PC \_\_\_\_\_ **Contractor:** \_\_\_\_\_

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

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

*\*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 Software.*

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

Comments: \_\_\_\_\_

Agency: \_\_\_\_\_ Date: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Please save and forward as an attachment via e-mail to the Contract Management Specialist listed on the cover of this Contract Award Notification, or it may be returned by FAX to 518/474-2437 or by mail to:**

OGS - NEW YORK STATE PROCUREMENT  
 Customer Services, 38th Floor  
 Erastus Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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