



Office of General Services Procurement Services

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Revised Contract Award Notification

Title	:	Group 01600 – Milk, Fluid (Statewide) Classification Code(s): 50
Award Number	:	<u>23239</u> (Replaces Award 22773)
Contract Period	:	September 21, 2021 Through September 20, 2027
Bid Opening Date	:	June 10, 2021
Date of Issue	:	September 14, 2021 (Revised July 28, 2026)
Specification Reference	:	As Incorporated In The Solicitation
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

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

Description

Note: This Contract Award Notification contains a subset of information from the Solicitation. The resulting Contracts from Solicitation 23239 have been executed by Contract Award Letter. Complete Contract details including terms and conditions can be found in the Solicitation document dated revised June 2, 2021.

This Award allows for the purchase of Fluid Milk.

This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.

PR # 23239

(continued)

23239ra01

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR#</u>
PC69434	Cream-O-Land Dairies, LLC	223629742	1100070111
PC69435	Hudson Valley Fresh Dairy, LLC	461053272	1100212977
PC69436	Upstate Niagara Cooperative, Inc.	160845625	1000014941

Region(s) Awarded:

REGION NUMBER	REGION DESCRIPTIONS (COUNTIES)	CONTRACTOR
1	Richmond (Staten Island)	Cream-O-Land Dairies, LLC
2	Kings (Brooklyn)	Cream-O-Land Dairies, LLC
3	Queens	Cream-O-Land Dairies, LLC
4	Suffolk	Cream-O-Land Dairies, LLC
5	Nassau	Cream-O-Land Dairies, LLC
6	Bronx, New York (Manhattan)	Cream-O-Land Dairies, LLC
7	Rockland, Westchester	Cream-O-Land Dairies, LLC
8	Orange, Putnam	Cream-O-Land Dairies, LLC
9	Dutchess, Sullivan, Ulster	Hudson Valley Fresh Dairy, LLC
10	Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington	Upstate Niagara Cooperative, Inc.
11	Clinton, Franklin, Essex, Hamilton	NO AWARD
12	Jefferson, Lewis, St. Lawrence	Upstate Niagara Cooperative, Inc.
13	Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie	Upstate Niagara Cooperative, Inc.
14	Broome, Chenango, Cortland, Delaware	NO AWARD
15	Cayuga, Madison, Onondaga, Oswego	Upstate Niagara Cooperative, Inc.
16	Chemung, Schuyler, Steuben, Tioga, Tompkins	Upstate Niagara Cooperative, Inc.
17	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates	Upstate Niagara Cooperative, Inc.
18	Allegany, Cattaraugus, Chautauqua, Erie, Niagara	Upstate Niagara Cooperative, Inc.

For complete Contractor information and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/0160023239ContractorInfo.pdf>

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Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES 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 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

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.

Code	Type
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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CONFLICT OF TERMS

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. Appendix C, *Federal Funding Agency Mandatory Terms and Conditions*;
3. The First Amendment;
4. The Contract Award Letter;
5. The Solicitation #23239 (Revised 06/02/2021) including all Appendices and Attachments referenced therein, with exception of Appendix A and Appendix C, and any revisions provided prior to the Bid Opening;
6. Contractor's Bid Prices as published by OGS.

OVERVIEW

This Contract provides Authorized Users with a means of acquiring fluid milk products by New York State Agencies and Non-State Agencies, including political subdivisions, school districts and others authorized by law (See Sections titled *Non-State Agencies Participation in Centralized Contracts* and *Extension of Use*). Products for purchase by all Authorized users are described in the Section titled *Scope*. Procurement instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in the Section titled *Procurement Instructions*.

SCOPE

Solicitation 23239 and resultant Contract(s) are intended to provide the procurement mechanism for the provision and delivery of Class 1 Fluid Milk including, but not limited to, homogenized, low fat and fat-free fluid milk products. Award was made by Region to the lowest Grand Total amount for Required Milk Products offered by responsive and responsible Bidder(s) who met the minimum qualifications and offered reasonable prices as determined by OGS. A Region is comprised of one or more New York State counties as shown in the Section titled *Regions* below.

It is the State's intent to award and execute a five (5) year Contract(s). If at any time the resulting Contract is canceled, terminated or expires, the Contractor has the affirmative obligation to extend appropriate and reasonable cooperation to assure the orderly transition of Contract services to the subsequent Contractor.

REGIONS

For the purposes of Contract(s) resulting from Solicitation 23239, the counties of New York State are divided into eighteen (18) separate Regions. Each Region is composed of one or more adjacent NYS counties within a designated USDA Milk Marketing Area as identified in the table and map below.

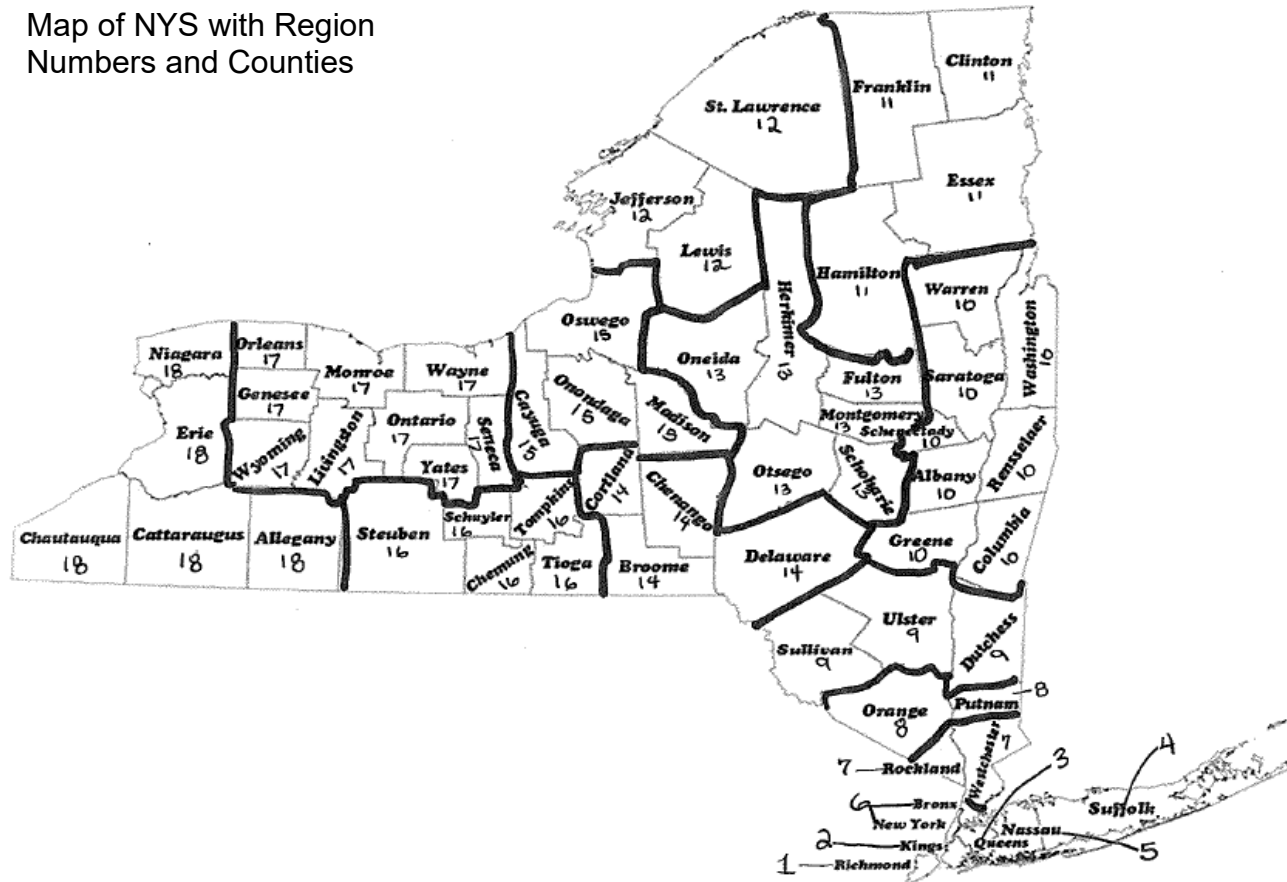
REGION NUMBER	REGION DESCRIPTIONS (COUNTIES)	MILK MARKETING AREA
1	Richmond (Staten Island)	NEMMA
2	Kings (Brooklyn)	NEMMA

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3	Queens	NEMMA
4	Suffolk	NEMMA
5	Nassau	NEMMA
6	Bronx, New York (Manhattan)	NEMMA
7	Rockland, Westchester	NEMMA
8	Orange, Putnam	NEMMA
9	Dutchess, Sullivan, Ulster	NEMMA
10	Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington	NEMMA
11	Clinton, Franklin, Essex, Hamilton	NEMMA
12	Jefferson, Lewis, St. Lawrence	NEMMA
13	Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie	NEMMA
14	Broome, Chenango, Cortland, Delaware	NEMMA
15	Cayuga, Madison, Onondaga, Oswego	NEMMA
16	Chemung, Schuyler, Steuben, Tioga, Tompkins	NEMMA
17	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates	WNYMM A
18	Allegany, Cattaraugus, Chautauqua, Erie, Niagara	WNYMM A

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Map of NYS with Region
Numbers and Counties



PROCUREMENT INSTRUCTIONS TO AUTHORIZED USERS

The resultant Contracts will be centralized Contracts issued under a multiple award structure for each of the Lots described in the Section titled *Scope*. Products offered under the Contracts, pricing, and other Contract information will be posted to the OGS website and, if applicable, the awarded Contractors' dedicated NYS websites. Authorized Users shall procure Products that best meet their form, function and utility requirements.

Before proceeding with their purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly § 162, regarding commodities/services provided by preferred source suppliers.

If the needed Products are not available in the desired form, function and utility from a Preferred Source, the Authorized Users are encouraged to obtain quotes from all awarded Contractors within the applicable Region prior to making a purchase. The Authorized User shall review the responses from Contractors able to provide the necessary Products and shall select the most practical and economical alternative that is in the best interest of the State from among such responses in accordance with State Finance Law § 163(10)(c). The Authorized User shall document its procurement decisions in its procurement record.

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Authorized Users will issue Purchase Orders directly to the Contractor and specify any shipping/delivery requirements.

When placing Purchase Orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing the use of the Contract(s). The Authorized User is responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should hold the Contractor accountable for 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, and such documentation should include: statement of need and associated requirements; all necessary prior approvals; a summary of the Contract alternatives considered for the purchase; and the reason(s) supporting the resulting purchase (e.g., show that 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).

Upon Authorized User acceptance of Products itemized on the Purchase Order, Contractor will invoice Authorized User for any portion of Products accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products.

Note: Contractor must disclose prior to acceptance of an order any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents which contain additional terms or conditions must receive pre-approval by the Authorized User. Additional terms or conditions that were not pre-approved by the Authorized User or which conflict with the Contract terms and conditions are void and unenforceable at the sole discretion of the State.

ESTIMATED QUANTITIES

This Contract is an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of all awards resulting from Solicitation 23239, based on historical usage under award 22773, is approximately \$14 million annually.

The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from Solicitation 23239 to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

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- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in Solicitation 23239.

DEFINITIONS

Capitalized terms used in this Contract Award Notification shall be defined in accordance with Appendix B, *Definitions*, or as below.

“Base Price” shall refer to the price per quart quoted by a Contractor in response to Solicitation 23239.

“Business Day” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“Class I Milk” shall refer to all skim milk and butterfat: (1) Utilized and disposed of as a Fluid Milk in packaged form; (2) Moved to a plant as a Fluid Milk in bulk form where it is utilized or allocated as Class I milk, which in the case of movements to a non-pool plant not regulated by a Federal order shall be a quantity of Fluid Milks not less than that distributed as route disposition in the marketing area from such plant; (3) Contained in inventory of packaged Fluid Milks on hand at the end of the month; (4) In shrinkage assigned pursuant to section 21.32 of 1 NYCRR; and (5) Not specifically accounted for as Class II, III or IV milk.

“Fluid Milk” shall refer to (1) that except as provided in paragraph (2) of this subdivision, any Fluid Milks in fluid or frozen form containing less than nine percent butterfat that are in bulk or are packaged, distributed and intended to be used as beverages. Such products include, but are not limited to: milk, fat free milk, low fat milk, light milk, reduced fat milk, milk drinks, and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, concentrated meaning milk that contains not less than 25.5 percent, and not more than 50 percent total milk solids, or reconstituted. (2) The term "Fluid Milk" shall not include: (i) Plain or sweetened evaporated milk/skim milk, sweetened condensed milk/skim milk, formulas especially prepared for infant feeding or dietary use (meal replacement) that are packaged in hermetically-sealed containers, any product that contains by weight less than 6.5 percent nonfat milk solids, and whey; and (ii) The quantity of skim milk in

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any modified product specified in paragraph (1) of this subdivision that is in excess of the quantity of skim milk in an equal volume of an unmodified product of the same nature and butterfat content.

USDA Federal Standards for Fluid Milk:

Milks	Milk Fat Minimum	Milk Fat Maximum	Milk Solids Non Fat Minimum
Whole	3.25%	-	8.25%
Low fat	.50%	2.0%	8.25%
Skim	-	.5%	8.25%

“Grand Total” shall refer to the sum of all Extended Totals for Required Milk Products in a Region, which shall be used to determine lowest bid.

“Milk Marketing Orders” shall refer to Federal milk marketing orders regulate handlers that sell milk or Fluid Milks within an order region by requiring them to pay at least the established minimum price for Grade “A” milk they purchase from dairy producers.

“MWBE” shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“New York State Food Product” shall refer to commodities that are Food, including milk and milk Products, grown, produced, harvested, or processed in New York state.

“Northeast Milk Marketing Area” (“NEMMA “) shall refer to the USDA definition of all the territory within the bounds of the following political subdivisions, including all piers, docks and wharves connected therewith and all craft moored thereat, and all territory occupied by government (municipal, State or Federal) reservations, installations, institutions, or other similar establishments if any part thereof is within any of the listed states or political subdivisions New York Counties, Cities, and Townships All counties within the State of New York except Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Seneca, Wayne, and Wyoming; the townships of Conquest, Montezuma, Sterling and Victory in Cayuga County; the city of Hornell, and the townships of Avoca, Bath, Bradford, Canisteo, Cohocton, Dansville, Fremont, Pulteney, Hartsville, Hornellsville, Howard, Prattsburg, Urbana, Wayland, Wayne and Wheeler in Steuben County; and the townships of Italy, Middlesex, and Potter in Yates (WNYMMA)” which are included in the **“Western NY Milk Marketing Area (WNYMMA)”**. Class 1 differentials apply to the location of the processing plant, and not to the delivery point.

http://www.fmmone.com/Order_Language/Order_Language.pdf

“NYS Holidays” shall refer to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Dr. Martin Luther King, Jr. Day; Washington’s Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans’ Day; Thanksgiving Day; and Christmas Day.

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“NYS Vendor ID” shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

“Plant Operator”, “Processor”, “Dealer”, “Distributor” shall refer to persons or entities authorized by the NYS Department of Agriculture and Markets to sell, re-sell, distribute and/or deliver Milk and milk products in NYS.

“Preferred Source Products” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

“Preferred Source Program” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

“Procurement Services” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPro”) and Procurement Services Group (“PSG”).

“SDVOB” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

“Western NY Milk Marketing Area” (“WNYMMA”) shall refer to the USDA definition of the counties within the State of New York including Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Seneca, Wayne, and Wyoming; the townships of Conquest, Montezuma, Sterling and Victory in Cayuga County; the city of Hornell, and the townships of Avoca, Bath, Bradford, Canisteo, Cohocton, Dansville, Fremont, Pulteney, Hartsville, Hornellsville, Howard, Prattsburg, Urbana, Wayland, Wayne and Wheeler in Steuben County; and the townships of Italy, Middlesex, and Potter in Yates (WNYMMA)” which are included. Counties not listed in this definition are listed in the **Northeast Milk Marketing Area” (“NEMMA “)**. Class 1 differentials apply to the location of the processing plant, and not to the delivery point. http://www.fmmone.com/Order_Language/Order_Language.pdf

CONTRACT TERM AND EXTENSIONS

The Contract will be in effect for a term of up to five (5) years. The Contract term shall commence after all necessary approvals consistent with the MOU and is intended to commence upon the expiration of the current Milk, Fluid Contract Award 22773.

All OGS Centralized Contracts resulting from Solicitation 23239 shall have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment.

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The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

SHORT TERM EXTENSION

This section shall apply in addition to any rights set forth in Appendix B, *Contract 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 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT

This Contract allows for periodic recruitment for Region(s) where no bid is received and/or if a Contract is cancelled during the term of the Contract and there is no next lowest Bidder available. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications regarding any periodic recruitments under this Solicitation. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

If a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

SPECIFICATIONS

All Fluid Milk must be from sources approved by the New York State Department of Agriculture and Markets. Required licenses and inspection reports shall be effective at all times during the period of the contract. Cancellation or revocation of Contractor's Plant Operator, Processor, Dealer, and/or Distributor of Fluid Milk license for non-compliance with any order of the Commissioner of Agriculture and Markets shall automatically cancel any resultant contract.

Standards for Fluid Milk

The Standards for Fluid Milk for this IFB are as follows:

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Milks	Milk Fat Minimum	Milk Fat Maximum	Milk Solids Non Fat Minimum
Whole	3.25%	-	8.25%
Low fat	.50%	2.0%	8.25%
Skim	-	.5%	8.25%

Based on the United States Department of Agriculture the weight of one (1) quart of Fluid Milk is 2.155 pounds.

Compliance with NYS Department of Agriculture, US Department of Agriculture, Federal Food, Drug Administration and Other Regulations

The Contractor guarantees any product shall not be adulterated or misbranded and complies in all respects with all applicable guidelines and standards defined by the NYS Department of Agriculture and Markets.

Pathogens / Contaminants

No Escherichia coli 0157:H7 (E.coli), or any other pathogens, contaminants, or debris, are permitted in any product.

Freshness Codes

Packaging shall contain a clearly legible, freshness code that contains the last date of use or sale, expressed in terms similar to “fresh thru”, “use by”, “for sale by” or some other logo easily read or understood by the general public.

Source of Supply

All Fluid Milk shall be from sources subject to the standards of the New York State Department of Agriculture and Markets, or equivalent standards recognized by of the New York State Department of Agriculture and Markets.

New York State Food Products

The Commissioner of General Services recognizes the importance of utilizing food products that are grown, produced, harvested or processed in New York State. In order to advance this objective, the New York State Office of General Services encourages Contractors to fulfill the requirements of any contract awarded pursuant to Solicitation 23239 with products that are grown, produced, harvested or processed, in whole or in part, in New York State, as supported by the Food Metrics Bill, New York State Finance Law § 165.4.

Product Integrity / Refrigeration

Contractors must agree to preserve product integrity, wholesomeness, safety, and fitness for human consumption, by maintaining proper temperature during storage and transportation through the use of fully functional refrigerated facilities, and vehicles specifically designed for safe transportation of refrigerated and frozen foods.

Fluid Milk must at all times be stored and transported at a temperature that prevents freezing and does not to exceed 45° Fahrenheit.

Ambient trailers shall not be used to ship refrigerated/frozen product

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Unusable Product

Any claim that delivered product is unusable (damaged, rotten, non-edible, unacceptable substitution, etc.), shall be resolved by credit, substitution or any other applicable means for resolution within three (3) business days upon written notice from receiving Authorized User. If a satisfactory resolution is not reached between the Authorized User and the Contractor, a decision may be made by OGS that shall be final.

Inferior Quality

Inferior products will be rejected, except where milk has been used prior to receipt of laboratory reports from the New York State Department of Agriculture and Markets on official samples showing deficiency in quality. Such milk will be paid for as follows:

For each one-tenth of one percent of butterfat content found less than the minimum established requirements there shall be deducted one cent per quart.

If two or more samples taken from deliveries of milk are found to contain bacteria in excess of the standards specified, the contract shall be canceled. Any undelivered quantities may be purchased in the open market and any difference in cost shall be charged to the contractor.

All deliveries must be made strictly in accordance with instructions appearing on the purchase order. Failure to deliver as specified will result in rejection upon arrival. Immediate replacement may be made from the open market at the contractor's expense.

Product Substitutions

There should be no substitution of products ordered without the express authorization of the Authorized User. Substitutions shall be of same or better grade, quality, etc. Substitutions should not be made on a continuing basis. The Authorized User will not be held liable for unauthorized product substitutions.

Approval of Non-Standard Fluid Milk Packaging

It is the responsibility of the Contractor to notify Authorized Users of any deviations in packaging from the Fluid Milks specified on the Price By Regions document posted on the OGS website. It is the responsibility of the Contractor to make sure that nonstandard containers and equipment provided by the Contractor are compatible and that this change has the approval of the Authorized User.

Bulk Milk Packaging

All containers and filling machines must have the approval of the New York State Department of Agriculture and Markets. Auto taps are required for all types of containers and sufficient caps shall be furnished to allow one for each tilt rack space. Necessary replacements, in order to maintain constant service, are to be furnished by the contractor without charge.

Containers for Secure Facilities

Correctional Facilities, Mental Health Facilities and some other institutions or facilities, require packaging and containers which do not present security problems

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(i.e., wire, metal, sharp edges, etc., which may be easily removed and fashioned into a weapon). Consequently, the Contractor may be required to modify and/or change packaging and/or containers for delivery to some locations, in order to reduce potential security problems. Unless otherwise noted, Correctional Facilities will not accept wire mesh crates or crates containing metal parts. There shall be no increase in pricing for making adjustments in packaging or containers used as a result of security requirements.

PRICE

Price shall include all customs and duties and be net, per quart, F.O.B. Destination any point in New York State. Price shall include unloading by the contractor to the location and within the time frame specified on Authorized User's order.

Base Prices for Required Milk Product(s) and Desirable Milk Product(s) offered by the Awardee in each Region are located on the Price By Region page located on the OGS Procurement Services website.

Each year the awarded Bids will receive a base price adjustment (up or down) as per Section 6.3.2, CPI Price Adjustment.

Monthly Price Adjustment (Milk Marketing Order)

In the event of an increase or decrease in the Class 1 (one) price including butterfat and skim milk prices, pursuant to the provisions of Article 21, as amended by Chapter 383 of the Laws of 1937, of the Agriculture and Markets Law, and/or Federal or State Milk Marketing Agreement or Order, the Office of General Services, Procurement Services, will authorize an adjustment of the prices paid for Fluid Milk delivered under Contract to Authorized Users located in the milk marketing area.

In areas not subject to Federal or State Milk Marketing Orders, adjustments shall be computed on the same basis as those under the Northeast Milk Marketing Area.

Milk Marketing price adjustments are issued and updated monthly. Monthly price adjustments are posted to the OGS Procurement Services website.

CPI Price Adjustment

Base Contract pricing will remain firm through June 30, 2021. Beginning July 1, 2021, an annual price adjustment will be allowed based on the Consumer Price Index (CPI-U) for all Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items (Series ID: CUUR0000SAO) as published by the US Department of Labor, Bureau of Labor Statistics, Washington D.C. 20212. The index is available through the internet at the Bureau of Labor Statistics (BLS) website at "www.bls.gov.com" If at any time, the above series ID is discontinued or not available, the State reserves the right to implement an applicable index.

Price adjustments using the CPI involve changing the base quart price for each type of fluid milk offered by the percent change in the level of the CPI between a "reference" period and a "subsequent" time period. The "reference" period shall be the month in which the bid opening was held and the subsequent time period shall be May of each year. Every price adjustment (up or down) shall be based on comparing the reference period (May 2021) to the following subsequent CPI-U May figure. Each price adjustment shall be effective the following July.

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Dairy Compact

In the event a dairy compact covering New York State becomes effective pursuant to State and/or Federal law during the Contract period and such compact's mandated price is higher than the price set for Class 1 (one) milk within the State pursuant to a State or Federal order, OGS will authorize price adjustments to reflect such compact pricing.

Deposit Charge for Milk Cases

The Contractor may assess a deposit charge as established by the New York State Department of Agriculture and Markets for each milk case delivered to the using facility and which upon delivery remains at the premises of the facility. Ownership of each milk case properly identified with the name or other business identification of the person or company who is the owner remains with that owner notwithstanding the imposition of the deposit. The deposit may be held by the Contractor so long as the milk case or its replacement remains on the facility premises and until such time as it is returned to the contractor in useful condition allowing for normal wear and use. A reconciliation statement of all deposited funds shall be made within 30 days of contract termination or return of milk cases.

Milk Coolers / Dollies / Dispensers / Carts

For designated Authorized Users location, the Contractor is required to provide milk coolers, dollies, dispensers or carts as indicated at no additional cost. No additional charge for this equipment will be allowed. The dollies, dispensers or carts are to be provided, installed, maintained, and replaced (if necessary) by the contractor at the Contractor's expense. On conclusion of the Contract, the equipment remains the property of the contractor and is to be removed at Contractor's expense.

Rounding of Prices

Any price which goes beyond the fourth place after the decimal point (e.g., beyond the ten thousands place) shall be rounded to the fourth decimal place (i.e., a price of \$3.64528 shall be rounded to \$3.6453).

BEST PRICING OFFER

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product 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, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

PRICE STRUCTURE

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Savings/Force Majeure.

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Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

VOLUME DISCOUNTS

Contractors may offer volume discounts. Volume discounts may be applied per purchase order, cumulatively per Authorized User, and cumulatively statewide. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount. Cumulative Authorized User volume discounts shall be additional discounts applied to all future orders made by the Authorized User once an established volume has been met by that Authorized User. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all Authorized User orders once an established volume has been met under this contract.

ORDERING

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted. Orders submitted after the end of the Business Day shall be deemed received by Contractor on the next Business Day. See Section Titled Definitions. Orders shall be shipped to the specified destination within 48 hours after receipt of the order or later at the direction of the Authorized User.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

PURCHASING CARD ORDERS

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

MINIMUM ORDER

The minimum order is \$100.00. In the event the Contractor accepts an order below the minimum order amount, Contractor may add a delivery charge of no more than \$10.00.

There shall be no additional charges, fees, delivery costs, etc., for back orders (Product previously ordered and not delivered by Contractor).

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INVOICING AND PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, Contract Invoicing.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

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. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

PRODUCT DELIVERY

Delivery of all Contract Products shall be made in accordance with Appendix B, Product Delivery and Shipping/Receipt of Product.

After an Authorized User places an order, Contractor shall work with the Authorized User to establish mutually beneficial dates of delivery, to the extent possible. Contractor shall contact Authorized User prior to making delivery if regularly scheduled delivery date is changed. Any deviations from the set delivery schedule must be acceptable to both parties.

In addition, Deliveries are to be made strictly in accordance with instructions on Purchase Order from each Authorized User, on the day and date and within the time frame specified, in clean properly sealed containers and at a maximum temperature of 45° Fahrenheit on delivery. 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 Authorized User and, if applicable, from the OGS Procurement Services.

Awarded Contractors are required to make deliveries to all Authorized User facilities that meet the minimum order in the Region for which they are awarded. Contractors

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shall deliver in a timely and efficient manner in accordance with the Contract requirements.

In the event there is no award for a Region, Authorized Users may utilize a Contract in an adjacent Region; however, only upon mutual agreement between the awarded Contractor of the adjacent Region and the Authorized User. Please Note: Authorized Users utilizing this option, at the discretion of the Contractor, may be required to pay additional delivery charges from the Contractor's plant to their location. Contractor is required to submit delivery billing with their invoice to substantiate delivery charges.

RESTRICTED DELIVERY

Price includes "restricted" delivery. Delivery to some Authorized Users, particularly Correctional and NYS Office of Mental Health facilities, have "restricted" deliveries, which include restrictions around time or process for delivery. Delivery must be made during certain hours, generally between 8:30 A.M. to 10:30 A.M. and 12:30 P.M. to 2:30 P.M.ET, and must be made only on weekdays (Monday through Friday) except/excluding holidays. Other restrictions, include but are not limited to, thorough inspection of vehicle/trailer and needing security clearances. These restrictions may also apply for deliveries to other Authorized Users. It should be noted that correctional facilities occasionally have "lock downs" during which time there is no exit or entry.

NOTE: There are certain Authorized Users that require specific delivery schedules due to security concerns. The hours listed herein are "general" hours and it is expected that the resultant Contractor and the Authorized Users will come to a mutual agreement on times and days for recurring delivery.

DELIVERY CERTIFICATION

Contractor shall secure a signed receipt from Authorized User certifying to physical delivery of product. In the event deficiencies are later noted and a properly signed receipt is not available, Contractor will be responsible to deliver adequate additional product, as soon as possible, to resolve the deficiency. Such certification does not imply acceptance of product. Acceptance shall be made only after the inspection of goods by the Authorized User.

DELIVERY CONDITIONS

All Fluid Milk must be delivered in clean well maintained refrigerated vehicles. Authorized User may choose to reject a delivery because of unsatisfactory service, product or unsanitary conditions of delivery equipment.

Delivery personnel should be appropriately uniformed and readily identifiable with visible name and company identification. Contractors shall consult with Authorized Users concerning any other security procedures or delivery protocol.

The product delivered must be strictly in accordance with the Region 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."

SMALLER VEHICLE USE FOR DELIVERY

Since many delivery sites are located in residential areas, it is anticipated local ordinances may restrict and/or prohibit the use of 40,000 pound (40') vehicles. Consequently, deliveries to these locations are required to be with smaller vehicles -

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26,000 pound (20' straight trucks or 24' "pups") or smaller capacity/size vehicles. In such cases, it is not only a requirement to use smaller vehicles, but it also remains the Contractor's responsibility to determine and comply with local ordinances and requirements.

MISSED DELIVERIES

In the event that a Contractor misses a regular scheduled delivery, the contractor shall work cooperatively with the Authorized user to reschedule the delivery at no additional cost to the Authorized User. If resolution cannot be reached within 24 hours, the Authorized User may purchase required quantities from the open market. Any price difference between open market price and contract price will be charged back to the awarded contractor and applied to the Authorized User account as a credit.

PRODUCTS LEFT ON DOCK

Deliveries left on the loading dock without acceptance by the Authorized User shall be considered "abandoned goods" and shall be returned at the Contractor's expense or disposed of at the discretion of the Authorized User.

PRODUCT RETURNS AND EXCHANGES

In addition to the provisions of Appendix B, Title and Risk of Loss, Product Substitution, and Rejected Product, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within one (1) business day of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

PRODUCT RECALL

The contractor shall immediately notify the Authorized User of any recalls pertaining to contract items.

The Contractor shall have the ability to track all Products delivered. The Contractor shall have a Product recall program that provides for immediate notification to all Authorized User facilities, including OGS and Authorized Users' central offices that have received the recalled Products. The Contractor is responsible for picking up and replacing all Products that are subject to recall and ensuring that all manufacturers and suppliers to the Contractor have the same requirements in place. The Authorized User shall not be responsible for the pickup and replacement cost of any recalled Product. Subsequent credits must be applied, as applicable. A final report shall be made to OGS and all Authorized Users' central offices stating number of cases shipped, locations and number of returns.

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UNUSABLE PRODUCT

Any claim that delivered Product is unusable (damaged, rotten, non-edible, unacceptable substitution, etc.), shall be resolved by credit, substitution or any other applicable means for resolution within three (3) business days upon written notice from receiving Authorized User. If a satisfactory resolution is not reached between the Authorized User and the Contractor, a decision may be made by OGS that shall be final.

WEB-BASED ORDERING

The State recommends that the Contractor establish and maintain a dedicated NYS website specifically for the resulting Contract that has a web-based ordering system with the capability of receiving electronic orders from over 5,000 Authorized Users via the internet. The web-based ordering system shall have full order inquiry capabilities and shall acknowledge receipt of an Authorized User's order. Contractor shall be required to post a copy of Contract Pricing, in both Excel and PDF formats on the website. The website link(s) will be listed under the Contractor information on the OGS website. The Contractor's website will be the responsibility of the Contractor (and any approved Resellers) to maintain and keep updated. The Contractor's website shall be operational and able to accept orders within 30 calendar days of Contract execution. The State reserves the right to request demonstrations of the Contractor's website.

The web-based ordering system must be capable of controlling, documenting and reporting on the following minimum data elements:

- Contractor Name and Address
- Contract Number
- Ordering Agency/Facility/Political Subdivision, etc. and Address
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- Delivery Location
- Delivery Instructions
- Stock Number
- Manufacturer
- Description
- Unit of Measure
- List Price (unit)
- Net Price (unit)
- In the event the Contractor utilizes Resellers under the resulting Contract, Contractor must provide on the landing page of its dedicated NYS website, a link to each Reseller's website. All Resellers must provide a dedicated NYS website that mirrors that of the Contractor as set forth above.

ACCESSIBILITY OF WEB-BASED INFORMATION AND APPLICATIONS POLICY

Contractor is solely responsible for administration, content, intellectual property rights and all materials at Contractor's website. Contractor is solely responsible for its actions and those of its agents, employees, resellers, Subcontractors or assigns, and agrees that neither Contractor nor any of the foregoing has any authority to act or speak on behalf of the State. As applicable, Contractor agrees to comply with the Office of Information Technology Services policy NYS-P08-005 Accessibility of Web-Based Information and Applications, as may be amended, the stated purpose of which is to make State Agency web-based intranet and internet information accessible for persons with disabilities. The following language is incorporated into any Contract resulting from Solicitation 23239:

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Any web-based information and applications development, or programming delivered pursuant to the Contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005. Quality assurance testing may be conducted by the State and the results of such testing, if performed, must be satisfactory to the State before web-based information and applications will be considered a qualified deliverable under the Contract or

FUEL SURCHARGE

The State shall consider the implementation of a fuel surcharge as a result of a national or worldwide catastrophe that causes the "Weekly US On-Highway Diesel Fuel Price" for the Central Atlantic (New York State) region to exceed 1.5 times the price per gallon at the time of bid opening, June 10, 2021. On June 10, 2021, the Weekly US ON-Highway Diesel Fuel Price for Central Atlantic region was \$ 3.424. Therefore, the price per gallon must exceed \$5.14 per gallon before NYS would consider implementing a fuel surcharge. Prices shall be tracked using information obtained through the Energy Information Administration, United States Department of Energy's (EIA DOE) web site: <https://www.eia.gov/petroleum/gasdiesel/>

For every twenty (\$.20) cents per gallon that the price exceeds 1.5 times the cost of the referenced diesel fuel price at the time of bid opening, a delivery surcharge of \$1.00 per delivery will be allowed.

For example, if \$4.00 is the price of diesel on the date of bid opening and \$6.20 is the current price, the difference above 1.5 times the price at time of bid opening is \$.20. Therefore, a surcharge of \$1.00 (\$1.00 for every twenty cents) per delivery may be added.

The increase shall be figured in whole increments only. It is the responsibility of the Contractor to notify OGS of any request. All fuel surcharges shall take effect after written approval by OGS. Fuel surcharges will be reviewed (and updated, if necessary) weekly once a fuel surcharge has been implemented.

Once the "Weekly US On-Highway Diesel Fuel Price" for the Central Atlantic (New York State) region drops below 1.5 times the price per gallon threshold based upon the original bid opening date, the fuel surcharges shall be removed.

In the event fuel prices decrease by more than 50% of the price per gallon based upon the price in effect at the time of the bid opening using the "Weekly US On-Highway Diesel Fuel Price" the State shall apply a credit to each invoice as per the above example.

Contractor shall collect only one fuel surcharge per delivery, when applicable. Contractor shall not be allowed to collect additional fuel surcharges if additional delivery to the same site is made due to Contractor error, (i.e. backorder or shortage).

CONTRACT ADMINISTRATION

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. The Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

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Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five Business Days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

N.Y. STATE FINANCE LAW § 139-L

Pursuant to N.Y. State Finance Law § 139-L, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-L, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – NYS Required Certifications, which Bidder must submit with its bid.

INSURANCE

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – Insurance Requirements of Solicitation 23239.

REPORT OF CONTRACT USAGE

Contractor shall submit Attachment 8 – Report of Contract Usage including total sales to Authorized Users of this Contract by Contractor, no later than 15 days after the close of each calendar quarter. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the quarterly report.

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The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 8 – Report of Contract Usage contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

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III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

1. The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. To report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and

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its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>.

2. Separate audits shall be completed by Contractor and all subcontractors utilized on this contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors.
 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall 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.

IV. Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, 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. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

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1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 3 of the New York State Veterans’ Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-

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disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>

USE OF RECYCLED OR REMANUFACTURED MATERIALS

New York State supports and encourages Contractors to use recycled, remanufactured 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 or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of Solicitation 23239. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, Remanufactured, Recycled, Recyclable or Recovered Materials.

BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

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ENVIRONMENTAL SUSTAINABILITY AND NYS EXECUTIVE ORDER NUMBER 22

New York State is committed to environmental sustainability, and seeks to minimize the environmental impact of any Products that the State Procures. Executive Order No. 22 *Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program* (“EO 22”), requires State Agencies, authorities, and public benefit corporations (“Affected Entities”) to follow GreenNY procurement specifications for commodities, services and technology. The GreenNY specifications consider a wide range of factors including avoidance of toxic substances, pollution reduction and prevention, sustainable manufacturing, reduction of greenhouse gas emissions, packaging, and water conservation. Resources are available on the OGS website at <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools> for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

A. GreenNY Specifications

A list of GreenNY specifications is located on the OGS website at <https://ogs.ny.gov/greenny/approved-greenny-specifications>.

B. Product Labeling per GreenNY Specifications

Over the life of the Contract, the Contractor must label the environmental attributes of all environmentally preferable Products per the GreenNY specifications, or other applicable environmental specifications for this Contract, on its Contract pricelist (see Attachment 1 – *Pricing*), and in any catalogs, marketing materials, or online ordering portal associated with this Contract.

Contractor shall also note Products that meet GreenNY Specifications on Contract Usage Reports (see Section 6.28 *Report of Contract Usage*), in the format requested by OGS.

All claims made about the environmental attributes of the Products and packaging offered shall be consistent with the Federal Trade Commission’s (FTC’s) Guidelines for the Use of Environmental Marketing Terms. The State of New York reserves the right to require the Contractor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Authorized User under this Contract.

C. Verification of Contractor Compliance with GreenNY Requirements and Other Environmental Claims

At the request of OGS or the Authorized User, Contractor must provide verification of Product and packaging compliance with GreenNY specifications, required third-party certification(s), minimum amount of recycled content, or other environmental attributes required in the Contract. OGS and the Authorized User also reserve the right to request information documenting the Product and

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packaging desirable attributes and other Contractor environmental claims. The following types of verification documentation will be accepted:

- Third-party certification
- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by OGS or the Authorized User

CONSUMER PRODUCTS CONTAINING MERCURY

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the “Law”), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra-low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors “on behalf of” State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

OVERLAPPING CONTRACT PRODUCTS

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

NYS VENDOR RESPONSIBILITY

OGS conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction Contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses

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to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the NYS Vendor File Registration section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the 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 of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS 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.

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NYS TAX LAW SECTION 5-A

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

“OGS OR LESS” GUIDELINES

Purchases of the Products included in the Solicitation and resulting 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 (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 Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in Centralized 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 Appendix B, Participation in Centralized Contracts. 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.

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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 (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

EXTENSION OF USE

Any Contract resulting from Solicitation 23239 may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York 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.

NEW ACCOUNTS

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

DRUG AND ALCOHOL USE PROHIBITED

For reasons of safety and public policy, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

TRAFFIC INFRACTIONS

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

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.

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- 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.

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

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

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

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please complete this form & return via email to OGS.sm.PS SW Dairy@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Attn: Sarah Crossman
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242