



# Office of General Services Procurement Services

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## Contract Award Notification

<b>Title</b>	:	<b>Group 40061 – Protective Outerwear (Firefighting, Emergency/Rescue, and Safety) (Statewide)</b> Classification Code(s): 46, 53
<b>Award Number</b>	:	<a href="#">23361</a> (Replaces Award) 23054
<b>Contract Period</b>	:	September 12, 2025 – September 11, 2030
<b>Bid Opening Date</b>	:	March 26, 2025
<b>Date of Issue</b>	:	September 17, 2025
<b>Specification Reference</b>	:	As Incorporated In The IFB
<b>Contractor Information</b>	:	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

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE INVITATION FOR BIDS (IFB). CONTRACTS RESULTING FROM IFB 23054 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE IFB DOCUMENT, ATTACHMENTS, AND APPENDICES.

The purpose of this Award is to provide Authorized Users with the means of acquiring various manufacturers' lines of outerwear products with demonstrated protective value in firefighting, emergency/rescue or safety environments limited to the following product sub-categories: Safety Shoes (various); Specialty Boots (various); Firefighting Turnout Gear, Firefighting Proximity Clothing, Wildland Clothing, Helmets, Gloves, Firefighting Boots; EMS/Search & Rescue Clothing.

Note: This Award is NOT for EMS/Rescue/Fire station uniforms; Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Clothing; Assault Clothing; and general use items such as standard work gloves. Hard hats are NOT part of this Award due to adequate coverage from Preferred Sources and other contracts.

This Award has 15% MBE, 15% WBE and 0% SDVOB goal requirements.

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT.#</u> <u>NYS VENDOR#</u>
PC70800	Fire-Dex, LLC 780 S. Progress Dr. Medina, OH 44256	330-777-0239	20-8033614 1000049507
PC70801	Haix North America, Inc. 2320 Fortune Drive, Suite 120 Lexington, KY 40509	859-281-0111	20-0211839 1000016505
PC70803	INNOTEX CORP. 2397 Harts Ferry Road Ohatchee, AL 36271	418-554-9817	99-0372856 1100182174
PC70804	Lion First Responder PPE, Inc. 7200 Poe Avenue Dayton, OH 45414	937-415-2906	47-1851866 1100168103
PC70805	Morning Pride MFG L.L.C. 1 Innovation Ct Dayton, OH 45414	937-410-7515	31-1608763 1000044712
PC70806	Red Wing Brands of America, Inc. 314 Main Street Red Wing, MN 55066	770-502-5961	41-1975194 100017914
PC70807	Ricochet Manufacturing Company, LLC 4700 Wissahickon Avenue, Suite 112 Philadelphia, PA 19144	215-849-1971	03-0493727 1100055455
PC70808	Saf-Gard Safety Shoe Co. 2701 Patterson St. Greensboro, NC 27407	717-209-6571	58-1400677 1000009542

**NOTE: See individual contract items to determine actual awardees.**

FOR COMPLETE CONTRACTOR INFORMATION, PLEASE REFER TO THE CONTRACTOR INFORMATION LINK ON THE CONTRACT SUMMARY PAGE FOR THIS AWARD.

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

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noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**OVERVIEW**

This Award is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for Protective Outerwear for firefighting, emergency/rescue, and safety in hazardous work environments as specified herein for all Authorized Users eligible to make purchases under the Contracts resulting from this Award.

This Award consists of nine (9) Lots of Protective Outerwear. A Contractor may be awarded on one or more Lots.

**SCOPE**

The purpose of this Award and resultant contracts is to provide all Authorized Users eligible to purchase through the resulting contracts with a means of acquiring outerwear Products of demonstrated protective value for use in firefighting, emergency/rescue, and safety in hazardous work environments (“Protective Outerwear”). Products awarded shall be capable of withstanding such hazardous work environments and meet all necessary Federal standards applicable to the Products' intended usage.

LOTS	DESCRIPTION
Lot 1	EMS/Search & Rescue Clothing
Lot 2	Firefighting Boots
Lot 3	Firefighting Proximity Clothing
Lot 4	Firefighting Turnout Gear
Lot 5	Gloves (Firefighting/Rescue)

LOTS	DESCRIPTION
Lot 6	Helmets (Firefighting/Rescue)
Lot 7	Safety Shoes (various)
Lot 8	Specialty Boots (EMS/Rescue)
Lot 9	Wildland Clothing

- A. Consideration will only be given to those Protective Outerwear Products with demonstrated protective value that fall within any of the following nine (9) Product categories (“Lots”):

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Products awarded shall be Protective Outerwear that would be used for official work duties by Authorized Users.

ALL Products awarded are to be new and not remanufactured, seconds, or surplus.

- B. The following Products are EXCLUDED from the scope of this Award:
1. EMS/Rescue/Fire station uniforms;
  2. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Protective Products;
  3. Assault Clothing;
  4. Law Enforcement Protective Clothing/Products;
  5. General use items such as standard work gloves, hard hats, protective glasses/goggles, reflective vests; and
  6. Outerwear predominantly used for leisure, recreation, or sports.

See Section 1.10 *Definitions* for additional information on the above.

#### DEFINITIONS

Capitalized terms used in this Award shall be defined in accordance with Appendix B, Definitions, or as below:

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

“Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Protective Products” shall refer to Protective Outerwear which protects the attired from exposure to Chemical, Biological, Radiological, Nuclear hazards and Explosives. This type of Protective Outerwear is excluded from the scope of this Award.

“EMS/Rescue/Fire Station Uniforms” shall refer to uniforms worn while on duty but have no demonstrated protective value for use in firefighting, emergency/rescue, and safety in hazardous work environments. This type of clothing is excluded from the scope of this Award.

“F.O.B” shall refer to an acronym for freight on board.

“Hard Hats and Reflective Vests” shall refer to Protective Outerwear worn for construction, road repair, and other similar activities. This type of Protective Outerwear is excluded from the scope of this Award.

“Law Enforcement Protective Clothing/Products” shall refer to soft/hard body armor, stab-resistant, riot, bomb and ballistic-resistant clothing, shields, helmets, vests, plates, gloves, etc., and other related equipment. These Protective Outerwear Products are excluded from the scope for this Award.

“List Price” shall refer to a manufacturer’s price published in the current copy of its nationally published commercial catalog/pricelist for the Product being offered in a Bid.

“Lot” shall refer to the designation of the nine (9) categories of Products within scope of this Award.

“Manufacturer” shall refer to a person or business entity that creates, makes, processes, or fabricates a Product or something of value, which changes a raw material or commodity from one form to another, or creates a new Product or commodity.

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

“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 Net Price” shall refer to the price derived by applying the Contractor’s Percentage Discount bid to the List Prices for the individual Products within a Product Line bid.

“NYS Vendor ID” shall refer to a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

“OGS” shall refer to an acronym for New York State Office of General Services.

“Percentage Discount” shall refer to the percentage discount offered by a Contractor for a Product Line within a Lot in this Award, which will become the percentage discount Contractor will offer to Authorized Users should Contractor receive a contract award. Percentage Discount bid shall remain firm (unchanged) throughout the life of the resulting Contract, including contract extension(s).

“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 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”).

“Product Line” shall refer to the complete subset of a Manufacturer’s Product Line including all products that fit within the scope of the Lot bid under this Award.

“Protective Outerwear” shall refer to Products of demonstrated protective value for use in firefighting, emergency/rescue, and safety in hazardous work environments.

“Reseller” shall refer to alternate distribution sources (distributors or dealers) for a Manufacturer that are authorized and designated by said Manufacturer, subject to approval by New York State.

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

“Standard Work Gloves” shall refer to work gloves designed to be worn for reasons other than firefighting. This type of Protective Outerwear is excluded from the scope for this Award.

“Unit” shall refer to a Product which can be used by itself (i.e., pair of shoes, pair of gloves, helmet, etc.).

“Wildland Clothing” shall refer to Protective Outerwear that mitigate the risk of injury while fighting wildfires.

#### 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. The Invitation for Bids (IFB), including all appendices and attachments;
3. Appendix B, General Specifications;
4. Bidder’s Bid.

#### OVERLAPPING CONTRACT PRODUCTS

Products available under this 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

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their program requirements and to maintain a procurement record documenting the basis for this selection.

The State has made the effort to identify products that may be available from other OGS Contracts to assist contract users in their procurement efforts. Preferred Sources and/or NYS Contract Overlaps herein is a tool but, it is not intended to capture every instance at award or when contract offerings are updated. At time of purchase, it is incumbent upon the contract user to review other contracts in an effort to identify overlapping contract items and comply with all applicable requirements and guidelines.

**Preferred Sources and/or NYS Contract Overlap:**

Categories Represented in Contracts Under Group 40061	NYSPSP	NYSID	NYS Group 38232 Hazardous Incident Response Equipment (HIRE) (Statewide)	NYS Group 39000 Industrial and Commercial Supplies and Equipment (Statewide)
Firefighter Suits (Turnouts)			X	
Fire Boots			X	X
Fire, Safety Gloves (NYSPSP, NYSID, and Group 39000 Safety Gloves Only)	X	X	X	X
Firefighter Helmets			X	
Safety Footwear			X	X
Safety, Search, and Rescue, Wildland Apparel (NYSPSP & NYSID Safety Apparel Only)	X	X	X	X
EMS Clothing & Boots (NYSID Boots only)		X	X	

**PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS**

The Contracts under this Award are issued under a multiple award structure. 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.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

**CONTRACT TERM AND EXTENSIONS**

The Contract shall be in effect for a term of up to five (5) years.

All OGS Centralized Contracts resulting from this Award shall have a co-terminus end date. At the State's option, the Contract may be extended for three (3) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to the approval of OSC and any additional applicable statutory and policy requirements.

The Contract term provided for in this section shall extend six (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

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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, Section 23 - *Contract Term – Extension*. In the event that OGS determines that a short term extension is in the best interests of the State, (e.g., a replacement Contract has not been issued, or an extended period is needed for Authorized Users to transition to another procurement method), 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 previously 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, unless otherwise noted in the extension notification or agreement, this extension automatically terminates should a replacement Contract be issued in the interim.

#### PRICE

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State, for orders, as designated by the ordering agency including inside delivery.

Purchases under Lot 7 - Safety Shoes (various) may be made at 'brick and mortar' stores operated by the Contractor or a Reseller, or from a truck or 'shoe mobile' operated by the Contractor or by a Reseller, at no additional cost.

In addition, upon mutual agreement, delivery locations may be expanded per Section 6.33 – Extension of Use below.

Only a single percentage discount is allowed per Product Line for each lot. The Percentage Discount offered in the Award will remain firm (unchanged) throughout the life of the Contract, including contract extensions.

The Percentage Discount offered to Authorized Users may, at the Contractor's option, be increased based on individual orders. Percentage Discounts may be greater, but in no instance may they be lower, than the awarded Percentage Discount on the Contract. All Contract List Prices and Net Prices shall be rounded to two decimals in the resultant Contract.

Pricing will be collected using Attachment 1 – Pricing in accordance with the Instructions tab listed within Attachment 1 - Pricing.

#### ORDERING

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, Section 30 – 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. If offered by a Contractor, purchases under Lot 7 - Safety Shoes (Various) may also be made at 'brick and mortar' stores operated by the Contractor or a Reseller, or from a truck or 'shoe mobile' operated by the Contractor or by a Reseller.

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).

#### MINIMUM ORDER

There is no minimum order for this Contract.

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#### INVOICING AND PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, Section 45 - 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, Section 31 – Product Delivery and Section 33 - Shipping/Receipt of Product.

In addition to the above, Contractors under Lot 7 - Safety Shoes (Various) may offer the following alternative avenues for Product purchases, at no additional cost to the Authorized User:

- A 'brick and mortar' store operated by the Contractor or one of their Resellers; and
- A truck or 'shoe mobile' operated by the Contractor or one of their Resellers. This option would be used via a scheduled appointment arranged by the Contractor or Reseller and the Authorized User.

#### PRODUCT RETURNS AND EXCHANGES

In addition to the provisions of Appendix B, Section 34 - 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 10 business days 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.

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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.

#### UNANTICIPATED EXCESSIVE PURCHASE

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

#### NYS FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

#### 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 Contractor 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 Contractor containing the certification required above shall be deemed to have been authorized by the board of directors of such Contractor, 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 Contractor.

If the Contractor cannot make the required certification, such Contractor shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Contractor 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 Contractor 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.

#### PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined

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by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

#### **“OGS OR LESS” GUIDELINES**

Purchases of the Products included in this 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, Section 25 - 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.

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**

These Contracts 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 these Contracts 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.

#### **RESELLERS**

“Reseller” shall refer to alternate distribution sources (distributors or dealers) for a Manufacturer that are authorized and designated by said Manufacturer, subject to approval by New York State.

#### **CONDITIONS OF RESELLER PARTICIPATION**

Resellers must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Resellers and their participation under this Contract by Product Line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria (“qualifying criteria”), provided that:

1. all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term;

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2. those qualifying criteria met by the Reseller must be identified in Reseller designations in Attachment 13 – Contractor/Reseller Information at the time that Reseller approval is requested; and
3. immediate advance notice is provided to OGS in the event that a change in Reseller’s status occurs during the Contract term. In addition to notification, if the Contract has goals, Contractors MUST submit to OGS a completed MWBE 100 EVERY TIME they add or remove a Reseller that has been certified by NYS as an MWBE.

All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller’s participation or ability to quote a particular order.

#### RESPONSIBILITY FOR REPORTING/PERFORMANCE

Contractor shall be fully liable for a Reseller’s performance and compliance with all Contract terms and conditions. Product purchased through a Reseller must be reported by Contractor in the required quarterly sales reports to the State as a condition of payment. In addition to inclusion of Reseller volume in the Contractor’s sales reporting obligation to the State, at the request of an Authorized User, the Reseller shall provide the Authorized User with reports of the individual Authorized User’s Contract activity with the Reseller.

#### APPLICABILITY OF CONTRACT TERMS

Product ordered directly through Resellers shall be limited to Products previously approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

#### 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.

#### PRICE

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State, for orders, as designated by the ordering agency including Inside Delivery.

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

The percentage discount offered to Authorized Users may, at the Contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount.

#### INSTRUCTION MANUALS:

The Contractor should assist the using agency with obtaining the most appropriate equipment for the agency’s needs. This may include verbal information, printed literature, demonstration or samples. The extent of involvement should be commensurate with purchase size and complexity.

The manufacturer or their designated representative shall provide measurement and fitting or whatever assistance is feasible (i.e., sizing sheets) upon request.

At the time of delivery, Contractor shall provide written instruction for proper care, handling, storage and cleaning procedures for the Product and for each component supplied, as applicable, to the Authorized User.

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#### PURCHASING CARD ORDERS

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Section 15 - 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.

#### PRICE UPDATES

Contractor may update their pricelist as follows:

Commencing with the first anniversary date of the Bid Opening, and annually thereafter, the Contractor may update the pricelist to reflect MSRP/List Price changes and the addition/deletion of Products.

Requests for price adjustments and new items shall be submitted 30 days prior to the anniversary date of the Bid Opening and annually thereafter. Requests from Contractor(s) for price increases at any other time will not be granted. The Contractor shall provide OGS with one electronic copy of the updated pricing. No Price Updates will be granted to any Contractor who has outstanding Sales Reports, Proof of Insurance, or any other documentation that is required under the resulting contract.

Contractors shall be permitted to reduce their pricing any time during the Contract term.

The discount offered on any new Products added to pricelists shall be no lower than the minimum discount established for the applicable Product Line. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting. For each Product Line being updated contractors must include the current MSRP price list to prove reasonableness of price. The State reserves the right to request copies of existing contracts or price lists to ensure that the prices offered to the State are reasonable and commensurate with similar purchasers.

All approved pricelist updates shall apply prospectively upon approval by OGS. All Percentage Discounts shall remain firm (unchanged) for the duration of the Contract.

#### 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.

#### PRODUCT RETURNS AND EXCHANGES

In addition to the provisions of Appendix B, Section 34 - 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 10 business days 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.

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**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.

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

Contractor(s) shall note Products that meet GreenNY Specifications on its Contract pricelist (see Attachment 1 – Pricing), and on Contract Usage Reports (see Section 6.21 Report of Contract Usage), in the format requested by OGS. OGS reserves the right to require that Contractors provide supporting documentation to demonstrate how identified Products meet the applicable GreenNY Specification(s).

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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: \_\_\_\_\_

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Phone: \_\_\_\_\_

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E-mail: \_\_\_\_\_

**Please Return by Email to:**  
NYS Office of General Services  
PROCUREMENT SERVICES  
ogs.sm.sst\_security@ogs.ny.gov  
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