

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

CONTRACT AWARD NOTIFICATION

| | | |
|----------------------------------|--|------------------------------|
| Title : | Group 79013 - RUBBISH REMOVAL (Statewide) | |
| | Classification Code: 76 | |
| Award Number: | <u>18850</u> | (Replaces Award 3941) |
| Bid Opening Date: | January 13, 2004 | |
| Date of Issue: | February 10, 2006 (Revised August 18, 2011) | |
| Specification Reference : | As Incorporated In The Invitation for Bid | |
| Contractor Information : | Appears on Page 3 of this Award | |
| Contract Period | December 15, 2005 through December 14, 2013 | |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|--|--|
| Name : Dewan Bristo Title : Purchasing Officer I Phone : 518-486-2519 Fax : 518-402-5331 E-mail : dewan.bristo@ogs.ny.gov | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov |

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

Description: Statewide trash removal including loose bag pick-up, office waste, mixed waste, municipal solid waste, cardboard only, and construction & demolition in containers sized between 2 and 35 cubic yards.

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SECTION I – CONTRACT INFORMATION

SEE SPECIFIC LOTS FOR PRICING AND AWARDED CONTRACTOR

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>ID NUMBERS</u> |
|--|--|--|---|
| PS65430 | ACTION CARTING ENVIRONMENTAL SERVICES INC. 451 Frelinghuysen Ave. Newark, NJ 07114 | 1-866-270-9900 (973) 623-7600 Fax No.: (973) 623-7667 Joe Burke E-mail: jurke@actioncarting.com Web site: www.actioncarting.com | Fed. ID #: 134000316 Vendor ID #: 1000023997 |
| Contract Period: 6/15/11 to 6/14/13 | <u>Regions:</u> 1, 2, 3, 4, 5 & 62 | | |
| PS62043 SB | CARMEN BARBATO, INC. 2778 Rte 23 Hillsdale, NY 12529 <u>Regions:</u> 17 | (518) 325-3331 Fax No.: (518) 325-5061 Carmen Barbato | Fed. ID #: 141503603 Vendor ID #: 1000006769 |
| PS64219 | COUNTY WASTE AND RECYCLING SERVICE, INC. 1927 Route 9 Clifton Park, NY 12065 <u>Regions:</u> 6, 17, 25, 35, 41, 46, 48, 49, 50, & 58 | 1-888-549-2783 (518) 877-7007 Fax No. (518) 877-7337 Ernest Palmer E-mail: sales@county-waste.com Web-site: www.county-waste.com | Fed. ID #: 141732636 Vendor ID #: 1100001359 |
| PS62044 SB | DETAIL CARTING CO., INC. 1590 Lakeland Ave. Bohemia, NY 11716 Cash Disc: 1.5 % in 15 days 1% in 30 days <u>Regions:</u> 21, 63 & 64 | (631)244-7272 (631) 244-8819 Frank Tersigni E-mail: twisterboy28@aol.com info@detailcarting.com | Fed. ID #: 112104382 Vendor ID #: 1000000377 |
| PS63970 SB | DONATO MARANGI INC. 175 Rte. 303 Valley Cottage, NY 10989 Accepts Procurement Card Cash Disc: 1.5 % in 15 days 1% in 30 days <u>Regions:</u> 47 | (845) 268-5747 Fax No: (845) 268-0352 Dominick Marangi E-mail: dominickmarangi@aol.com | Fed. ID #: 221916725 Vendor ID #: 1000055619 |
| PS65206 SB | FILCO CARTING CORP. 111 Gardner Ave. Brooklyn, NY 11237 Accepts Procurement Card <u>Regions:</u> 1, 2, 3, 4, 5 & 62 | (718) 456-5000 ext. 5 Fax No.: (718) 456-7129 Michael Eisenstein Web site: www.filcocarting.com E-mail: Michael@filcocarting.com | Fed. ID #: 112913394 Vendor ID #: 1000011970 |
| PS63824 | INTERSTATE WASTE SERVICES, INC. 89 Black Meadow Road Chester, NY 10918 Accepts Procurement Card <u>Regions:</u> 41 & 47 | 1-866-342-5497 (845) 572-3300 Fax No: (845) 469-6096 Kevin O'sullivan Web site: www.interstatewaste.com E-mail: kosullivan@iswaste.com | Fed. ID #: 134019542 Vendor ID #: 1000013467 |

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>ID NUMBERS</u> |
|-------------------|--|--|---|
| PS62046 | <p>JET SANITATION SERVICE CORP 228 Blydenburgh Rd Islandia, NY 11749</p> <p><u>Regions:</u> 36 & 63</p> | <p>(631) 234-7100 Fax No: (631) 234-7100 Patricia DiMatteo E-mail: nancyc@JET_SANITATION.COM</p> | <p>Fed. ID #: 112141163 Vendor ID #: 1000023997</p> |
| PS62047 SB | <p>MIELE SANITATION CO. 60 Railroad Ave. Closter, NJ 07624 Accepts procurement card</p> <p><u>Regions:</u> 41, 45, 47 & 62</p> | <p>(201) 768-5407 Fax No.: (201) 768-8624 Joseph Miele</p> | <p>Fed. ID #: 221893696 Vendor ID #: 1000008719</p> |
| PS62048 | <p>MODERN DISPOSAL SERVICES, INC. 4746 Model City Rd. Model City, NY 14107-0209</p> <p><u>Regions:</u> 22, 37, 40, 42</p> | <p>1-800-662-0012 ext. 0012 (716) 754-8226 ext.204 Fax No.: (716) 754-8964 Joseph Hickman Web site: www.moderncorporation.com E-mail: joeh@modern-corp.com</p> | <p>Fed. ID #: 160875858 Vendor ID #: 1000014982</p> |
| PS62049 | <p>PANICHI HOLDING CORP. d/b/a Royal Carting Service Co. 409 Rt 82 PO Box 1209 Hopewell Jct., NY 12533-1209</p> <p><u>Regions:</u> 6, 17, 20, 27, 29, 41, 45, 46, 58 & 62</p> | <p>1-800-522-7235 (845) 896-6000 Fax No.: (845) 227-7734 Vincent Nunziato Web-site: www.royalcarting.com E-Mail: info@royalcarting.com</p> | <p>Fed. ID #: 141777670 Vendor ID #: 1000007179</p> |
| PS62051 | <p>WASTE MANAGEMENT OF NY LLC 123 Varick Ave. Brooklyn, NY 11237</p> <p><u>Regions:</u> 17, 20, 41, 47, 58 & 62</p> <p>Waste Management 8 Binghamton St. Albany, NY 12207</p> <p><u>Regions:</u> 6, 8, 9, 14, 27, 29, 35, 38, 46, 48, 49, 50, 59, 60</p> <p>Waste Management 100 Ransier Dr. West Seneca, NY 14224</p> <p><u>Regions:</u> 18, 22, 26, 30, 32, 33, 34, 37, 39, 40, 42, 43, 57, 61, 64</p> | <p>Web-site: www.wm.com (585) 487-3926 Fax No.: (585) 487-3949 Megan DeLorm E-Mail: mdelorm@wm.com</p> <p>(585) 487-3926 Fax No.: (585) 487-3949 Megan DeLorm E-Mail: mdelorm@wm.com</p> <p>(585) 487-3926 Fax No.: (585) 487-3949 Megan DeLorm E-Mail: mdelorm@wm.com</p> | <p>Fed. ID #: 364206797 Vendor ID #: 1000017776</p> |
| PS65592 | <p>WESTBURY PAPER STOCK CORP. 173 School St. Westbury, NY 11590</p> <p><u>Regions:</u> 36 & 63</p> | <p>(516) 333-5415 Fax No.: (516) 333-9302 Odair Reyes E-Mail: odair@westburypaperstock.com</p> | <p>Fed. ID #: 112040384 Vendor ID #: 1000011471</p> |
| PS63599 | <p>WINTERS BROS. RECYCLING CORP. 1198 Prospect Ave. Westbury, NY 11590</p> <p><u>Regions:</u> 21, 63 & 36</p> | <p>(516) 937- 0900 Fax No.: (516) 333-9338 Mark Troiano Web-site: www.wintersbros.com E-Mail: mark.troiano@wintersbros.com</p> | <p>Fed. ID #: 113191804 Vendor ID #: 1100000888</p> |

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

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

NOTE TO AUTHORIZED USERS:

When placing purchase orders under this award, 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 products/services, which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reasons 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).

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not

CONTRACT PAYMENTS (Cont'd)

limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

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

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

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

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

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

WAGE RATES:

It is incumbent upon the contractor(s) to pay the prevailing rate of wages as established by the New York State Department of Labor at the time of installation. Rates in effect at the time of the bid opening were contained in the bid documents for this contract award.

PSG's DISPUTE RESOLUTION POLICY:

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

CONTINUOUS RECRUITMENT:

This document is a Continuous Recruitment Invitations for Bids (IFB) to obtain qualified Contractors to perform Rubbish Removal Services. Additional contractors may be added in the best interests of the State to meet the State's ongoing rubbish removal requirements.

Under the Continuous Recruitment of Contractors concept (once the initial bidding process is completed and the initial contracts are awarded) a bidder who requests to be placed on the pre-qualified bid list shall be provided with an IFB and allowed to submit a bid. These additional bids shall be evaluated one (1) year following the initial award and periodically thereafter, under the same terms and conditions as the original bids. If the bid is accepted, a contract shall be awarded and the Contractor shall be placed on the list of qualified Contractors for the remaining term of the initial agreement. Once a bidder submits its bid to be placed on the qualified Contractor list they will not be allowed to increase their bid price. An unsuccessful bidder may submit a new bid under the Continuous Recruitment of Contractors, however the new bid may not contain prices exceeding those previously bid for the same **regions or items** unless the bidder provides documented evidence that the prior amount(s) bid were erroneous or market fluctuations have necessitated increases as would be allowed in the PRICE ADJUSTMENT CLAUSE. Contractors may submit a bid for regions not previously bid once the initial contracts are awarded. Once the proposal is evaluated, contracts shall be awarded to all Contractors who are deemed qualified. Contractors awarded for a particular region shall be allowed to quote specific projects within their awarded region only

Prospective Contractors are advised that there are a number of regions in the State of New York where rubbish service is required. A bidder may submit a bid for one, several, or all regions listed. By establishing contracts with more than one firm within each region, OGS ensures that the required services shall be available throughout each region. (For complete information please refer to IFB).

REGIONS:

The following chart is provided for clarification of the regions expressed in the awarded contracts. For the region specifics, refer to lot/price pages.

| | | | | |
|-----------------|---------------------|----------------|---------------------|------------------|
| 1. Bronx | 2. Brooklyn | 3. Manhattan | 4. Queens | 5. Staten Island |
| 6. Albany | 7. Allegany | 8. Broome | 9. Cattaraugus | |
| 10. Cayuga | 11. Chautauqua | 12. Chemung | 13. Chenango | |
| 14. Binghamton | 15. Watertown | 16. Clinton | 17. Columbia | |
| 18. Cortland | 19. Delaware | 20. Dutchess | 21. Eastern Suffolk | |
| 22. Erie | 23. Essex | 24. Franklin | 25. Fulton | |
| 26. Genesee | 27. Greene | 28. Hamilton | 29. Herkimer | |
| 30. Jefferson | 31. Lewis | 32. Livingston | 33. Madison | |
| 34. Monroe | 35. Montgomery | 36. Nassau | 37. Niagara | |
| 38. Oneida | 39. Onondaga | 40. Ontario | 41. Orange | |
| 42. Orleans | 43. Oswego | 44. Otsego | 45. Putnam | |
| 46. Rensselaer | 47. Rockland | 48. Saratoga | 49. Schenectady | |
| 50. Schoharie | 51. Schuyler | 52. Seneca | 53. St. Lawrence | |
| 54. Steuben | 55. Sullivan | 56. Tioga | 57. Tompkins | |
| 58. Ulster | 59. Warren | 60. Washington | 61. Wayne | |
| 62. Westchester | 63. Western Suffolk | 64. Wyoming | 65. Yates | |

SECTION II - PROCUREMENT INSTRUCTIONS

HOW TO USE THIS CONTRACT:

New York State Agencies may purchase from this contract utilizing a standard New York State Purchase Order. Non-State Agencies should utilize the purchase document currently used.

1. Read the Contract specifics to ensure the contract will meet your needs (it is generic and will meet most agency requirements).
2. Review the list of locations to determine what region is applicable for the required service. If you have selected "ALL," please determine pricing separately for each region of interest.
3. Review the list of rates, equipment and pick-up frequency available in the applicable region. Although not mandatory, the user agency is to utilize the services of the lowest bidder whenever possible. If the lowest bidder is not selected the agency should document for the record, using the form provided, the specific reasons for using other than the lowest bidder.
4. Contact the contractor to discuss your needs and issue a purchase order to the contractor for the estimated annual cost of the services for the fiscal year. Monthly payments may be made against the purchase order. Agencies may issue a single purchase order for more than one facility if located in the same region.
5. Contract users will issue purchase orders which are effective and binding on the contractor when placed in the mail addressed to the contractor at the address shown on the Contractor Information page.
6. Authorized users of this contract have the specific right to combine deliveries for the same location. The contractor will be required to submit a single invoice only to the agency designated for combined order billing. The Office of General Services **will not** be responsible for determining the designated agency to be billed. It is up to the agencies involved to make that determination and so notify the appropriate vendor. The agency chosen to receive bills for combined orders will be required to follow all contract regulations regarding payment of bills as though the service were provided to a single agency.

PUBLIC OFFICERS LAW:

All contractors agreed to comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, association and corporations in business with the State.

IMPORTANT:

Agencies should notify the Purchasing Officer identified on the Contract Award Notification promptly if the contractor fails to meet the service requirements of this contract.

NEW YORK STATE OFFICE OF GENERAL SERVICES
CONTRACTOR SELECTION JUSTIFICATION
RUBBISH REMOVAL

DATE:

AWARD NO.:

TO: Memo to File

GROUP:

CONTRACTOR:

PURCHASE AMOUNT: \$_____

Justification for the record of contractor selection from the Procurement Services Group (PSG) statewide multi-vendor contract. This form, in conjunction with the Procurement Instructions, provides specific reasons for contractor selection if other than the lowest bidder.

WAS LOWEST BIDDER SELECTED?

YES

NO

If yes, you may issue the purchase order directly to the contractor selected.

If no, specify reason:

Location of contractor/dump to pick-up areas

Past experience with vendor

Multiple region location

Other, specify _____

For The Record (**Additional documentation, if required, is attached**):

A. Basis for Contractor Selection -

B. Basis for Reasonable Price Determination -

Signature of Purchaser

Telephone

E-Mail Address

Approval Authorized Signature

SECTION III - GENERAL INFORMATION

METHOD OF PAYMENT:

Payments are made each month against the purchase orders or other written orders.

Invoices for payment shall be submitted to the Authorized User at the end of each month on a New York State Standard Voucher or company invoice for services satisfactorily completed during that month.

This voucher or invoice shall contain the Contract ID number (i.e.: PSXXXX); the name of the Authorized User; the location where service was performed; and itemize all services rendered.

Payment of purchases made by Authorized Users other than State Agencies under this Backdrop Contract shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such service, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

EMERGENCY PURCHASING:

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

EXTENSION OF USE:

Any contract resulting from this Award may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in 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.

DEFINITIONS:

For purposes of this award the NYS Department of Environmental Conservation definition for debris covered under construction and demolition for various locations in New York State shall apply. For definitions please refer to: http://www.dec.state.ny.us/website/ogc/egm/c_d.html

SERVICE REQUIREMENTS:

1. Upon notification by the New York State agency of contract award, the contractor shall assist the agency in selecting optimum equipment type/size, pick up frequencies; and the schedule for installation/delivery of equipment.
2. If a container is found to require cleaning or repair the container must, upon notification by the Authorized User to the Contractor, be cleaned or repaired to the Authorized User's satisfaction, or replaced within five (5) business days after notification. If the contractor fails to respond, the Authorized User may pursue remedies for breach as stated in Appendix B.
3. The contractor shall provide and maintain collection equipment at the agency for use twenty-four hours per day, seven days per week, 365 days per year. If equipment is removed for an extended period of time other than emptying the container, it shall be replaced with equal type and capacity equipment to assure continuous dumping ability. If not so provided, the agency or Authorized User shall be provided with a rebate for the amount of time they were unable to dump and in extreme cases the agency may seek "remedies for breach" as stated in Appendix B.
4. It is the contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes and with the Authorized Users' requirements.
5. The contractor shall be responsible for satisfactory functioning of all contractor provided equipment without extra compensation.
6. The contractor shall furnish and maintain equipment size/types as requested by the Authorized User based on their needs. Equipment ownership shall remain with the refuse contractor, and equipment shall be maintained in working order in accordance with manufacturer recommendations, Federal State and local codes. (Including OSHA)
7. During colder months, contractor shall supply additives to hydraulics to prevent an interruption of service with compactors.
8. The contractor shall be responsible for periodic cleaning and sanitizing of refuse collection containers and removal of any refuse, oil or other spillage by the contractor's equipment.
9. All refuse containers shall be marked with the cubic yard and tare weight corresponding to size.
10. Equipment requiring electrical connections for operation shall either be hard wired to Authorized User's provided connections or the contractor shall be responsible for a male electrical union. All connections shall be made by the contractor and accomplished in accordance with National Electrical Code requirements. The Authorized User shall designate electrical requirements on the Purchase Order. Electrically operated equipment shall be available in the following volts and phases:
 - 208 volt 1 or 3 phase, 60 HZ
 - 220 volt 1 or 3 phase, 60 HZ
 - 440 volt 1 or 3 phase, 60 HZ
11. Authorized Users shall provide a cement pad or other hard base as needed for equipment placement.
12. Should the Authorized User and contractor decide to keep a scale on site, the maintenance shall remain with the contractor.
13. Payments for compactors and roll-offs will be based on scale weight. A copy of the disposal site's slip shall accompany all invoices.

14. In Lot XIV of this award, Construction and Demolition – Open Top Containers, the Authorized User shall be allowed to retain on site the open-top container for a minimum of 10 business days.

15. In the larger agencies where multi-locations for pick-up are required, a type of multi-media communication (i.e. cell phone, walkie-talkie, etc.) from the Authorized User to the driver shall be available to the Authorized User from the contractor.

16. If, at a multi-location site, one or more pick-ups are missed, the contractor is to return to the site and service the missed pick-up(s) within a reasonable amount of time at no extra cost to the Authorized User. Additionally, if the Contractor fails to complete services in accordance with specifications arising from the contractor/agency agreement or within the terms specified herein, it is understood, and the Contractor hereby agrees, that the value for such incomplete service is \$500.00 for an entire missed day (No pick-ups at a site on a scheduled pick-up day), and/or \$50.00 for each area not picked up at any given site. That collective amount shall be deducted from the monies due the Contractor for each day/site missed, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Bidder/Contractor (appendix b, clause 60)

17. In the event red bag waste (bio-med waste) is discovered to have come from an Authorized User, the contractor shall notify the Authorized User immediately and provide to them the pick-up information (i. e. location, time, building, etc.) so that the Authorized User may make arrangements to pick up such waste.

18. This contract does not permit contractor to provide services of abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substances or any bio-med waste. Should contractor discover any such materials in the products to be disposed of, the contractor is to notify the authorized user immediately and the authorized user shall arrange for a hazardous waste contractor to properly dispose of such products.

19. All refuse containers shall be sanitized periodically with a germicidal solution on all refuse contact surfaces in such a manner that insects and vermin will not be a nuisance during the time of year when they are prevalent.

20. Contractor shall pick up all refuse spilled from containers during dumping operation before the truck leaves the immediate area.

21. Where specified by agencies, vendor must supply pest proof containerizations such as, rodent proof containers, bear proof lids, etc.

22. If the equipment is owned by the Authorized User, the Authorized User assumes liability and costs associated with the equipment. A price reduction may be passed along to the Authorized User representing the difference in cost, if any, for the contractor.

23. Containers shall be emptied on all scheduled days, generally between the hours of 8:00 a.m. and 4:30 p.m. However, the exact day and expected time of each collection shall be as specified by the appropriate agency personnel responsible for the operation of the collection site facility. A State business day is defined as any calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or state office closings as directed by the Governor. The exact day and expected time for each collection shall be as specified by the appropriate User Agency. Whenever a collection day falls on a day other than a State business day, an alternate collection day within the same collection period shall be arranged with the User Agency.

LOT DESCRIPTION:

Lot I - Loose Pick-up

In some areas, containerization is not possible. This lot enables authorized users to dispose of bagged trash at the cubic yard charge. Although the types of waste generated will differ, pricing shall be based on cubic yard charge. Pick-up agreements identifying frequency, types and quantities of waste removed must be made between the contractor and the authorized users prior to removal of waste.

Lots II & III- Office Waste 1 to 10 cubic yard containers

These are the smaller containers encompassing papers, folders, etc. usually found in common office situations. Lot II is priced for front end loading containers, while Lot III is priced for rear loading.

Lots IV & V - Mixed Waste - 1 to 10 cubic yard containers

These lots are for smaller containers where sites may have mixed waste such as paper, cardboard and food or food contaminated paper. These sites do not have enough of any single type of waste to designate one type of container per waste product. Lot IV is priced for front end loading containers, while Lot V is priced for rear loading.

Lots VI & VII - Municipal Solid Waste - 1 to 10 cubic yard containers

Smaller containers in areas outside cafeterias where food wastes may be isolated. Lot VI is priced for front end loading containers, while Lot VII is priced for rear.

Lots VIII & IX - Cardboard Only - 1 to 10 cubic yard containers

Smaller containers for cardboard that may be placed in office situations or condensed areas where larger containers are not plausible. Lot VIII is priced for front end loading containers, while Lot IX is priced for rear.

Lot X - Office Waste - Self Contained compactors

Larger containers used at sites such as office buildings where large amounts of paper waste may be produced daily.

Lot XI - Mixed Waste - Self Contained compactors

Used in areas such as a building that contains food areas. Within this lot there could be combinations of paper, cardboard, un-recyclable paper due to food contamination, or food wastes. Not enough of any one type to designate one type container.

Lot XII - Municipal Solid Waste - Self contained compactors

Larger containers in areas such as outside cafeterias where food wastes may be isolated.

Lot XIII - Cardboard Only Waste - Self Contained compactors

Larger containers used on sites such as book stores where a larger amount of cardboard may be produced than at other sites.

Lot XIV - Construction and Demolition - Open Top containers

This lot would be used when remodeling or new construction site debris is being disposed of. Masonry debris, and items such as metal, concrete, stone or dirt would be considered under this category.

SECTION IV – TERMS AND CONDITIONS

EMERGENCY SERVICE:

The Contractor shall provide emergency service within a reasonable amount of time. Emergency service shall be considered calls in addition to the scheduled pick-up calls and the contractor shall be allowed extra compensation based on the contractors stated contract prices. All labor, travel costs, parts, and supplies will be the responsibility of the Contractor.

CONTRACT PERIOD:

The service contract shall commence after approval by the New York State Comptroller, effective upon mailing by OGS (see Appendix B, Clause 38) and shall be in effect for **two** (2) years for Regions 1-5 and **four** (4) years for Regions 6-65.

Purchase orders or agency agreements awarded as a result of this award, may have the term extended over a period of time not to exceed one (1) year beyond the end date of this Contract. This allows users the ability to maximize the service offered.

If mutually agreed between the OGS Procurement Services Group and the Contractor, and upon approval by the Office of the State Comptroller, **the Contract may be renewed under the same terms and conditions for additional periods, each of which are not to exceed two years for Regions 1-5 (in accordance with the Business Integrity Commission's limitations regarding length of contracts in the New York City) and four years for Regions 6-65.** Upon renewal of the contract, Contractors shall be given the opportunity to readjust their costs in accordance with the criteria established in the IFB.

SHORT TERM EXTENSION:

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

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part, without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Authorized User agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Authorized User.

LIQUIDATED DAMAGES:

If the Contractor fails to complete services in accordance with specifications arising from the contractor/agency agreement or within the terms specified herein, it is understood, and the Contractor hereby agrees that the value for such incomplete service is \$500.00 for an entire missed day (No pick-ups at a site on a scheduled pick-up day), and/or \$50.00 for each area not picked up at any given site. That collective amount shall be deducted from the monies due the Contractor for each day/site missed, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Bidder/Contractor (Acts of God, the public enemy, fires, floods, freight embargoes, regulated telephone company delays, etc.).

REPORTING REQUIREMENTS:

1. Contractor shall furnish a report of all services provided from the contract following the end of each quarterly period. The report is to be submitted to the Office of General Services, Procurement Services Group, 37th Floor, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the Purchasing Officer shown on the front page of the Contract Award Notification and shall reference the Contract Number, sales period, Authorized User name, location, general description of work, dollar value, levels of service provided and Contractor's name. A revised Quarterly Report of Contract Usage form is attached.
2. Additional related sales information and/or detailed Authorized User purchases may be required and must be supplied upon request.
3. Failure to submit the required report may be cause for disqualification of Contractor from this contract and future contracts.
4. In addition to the quarterly reports required by the Office of General Services, the Contractor shall also provide a monthly report to the Authorized User, (unless Authorized User requests reports on a less frequent basis) which shall be attached to the Invoice. This report shall detail all work completed that month for that Authorized User and shall compare scheduled work versus actual work completed. A revised Quarterly Report of Contract Usage form is attached.
5. The report shall detail the schedule of pick-ups, container sizes, weights, tare slips, and any other documentation a user may need to verify pricing.

SECTION V - ADMINISTRATIVE

PRICE ADJUSTMENT:

On the anniversary date of the awarded contract, the Contractor, or Authorized User may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to "Inflation and Consumer Spending" then click "Consumer Price Index" and then click on "Tables created by BLS" then click on "annual % changes 1913 to present."

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the award and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the award. (e.g.: If contract begins in December, use the Sept. CPI) That sum is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage of increase or decrease shall be applied to the next year, effective on the anniversary date of the contract based upon the formula listed below for the specified lot.

The following example illustrates the computation of percent change:

| | | |
|--------------------------------|---------------------------|----------|
| CPI for current period | | 184.6 |
| Less CPI for previous period | | 180.7 |
| | Equals index point change | 3.9 |
| Divided by previous period CPI | | 180.7 |
| | Equals | 0.022 |
| Result multiplied by 100 | | 2.158273 |
| | Equals percent change | 2.2 |

All purchase orders shall be entered into at prices not exceeding the current backdrop contract prices, and may be adjusted on the anniversary date of the award in like manner as specified above. However, no price adjustments are permitted above the prices provided in this backdrop contract.

The Contractor shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to the Office of General Services, as appropriate. After an OGS approved increase, the Contractor has the sole responsibility to submit invoices at the approved adjusted rate. Should the Contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology. These decreases are effective on the anniversary date of the contract between the Contract and the Office of General Services.

The contractor shall be allowed to increase (or decrease) contract rates by the exact change in dump fees for lots that specifically list dump fees (Lots X, XI, XII, XIV) separately. For lots where dump fees are included as part of the formula for arriving at a monthly charge (with the exception of lots VIII, IX, and XIII for cardboard), the State shall use the formula listed below for rate change consideration. The State shall not be responsible for any increased costs due to a change in the landfill or transfer station used by a contractor based upon its own choice, unless it can be documented that the change is in the best interests of the State. The State reserves the right to consider alternate fee adjustment formulas. The State's determination for approval or disapproval of fee adjustments shall be final.

LOTS - I-VII

CPI Adjustments:

Shall be allowed on **50%** of the monthly charge.

Dump fee adjustments:

Shall be applied to Lots I-VII using the following formula: The percentage change between the original dump fee agreement and the new agreement shall be multiplied by 50% of the original monthly charge and added to or subtracted from the original monthly charge. An example of a dump fee increase follows:

| | | |
|-------------------|--------------|-----------------------------------|
| Original Dump Fee | New Dump Fee | % Increase (or decrease) dump fee |
| \$55.00 | \$75.00 | 36% increase |

| | | | |
|--|---|---|---|
| Original Monthly Charge (Example: 6 cy one time per week) | Original monthly charge / 50% (\$90 / 50%) | Percentage dump fee increase (decrease) X (50% or original monthly charge) = 36% X \$45 = \$16.20 | New Monthly Charge = Original monthly charge + (% increase X 50% of original monthly charge) or Original monthly charge minus (% decrease X monthly charge) \$90 + \$16.20 |
| \$90.00 | \$45 | \$16.20 increase | \$106.20 New Monthly Charge |

LOTS - VIII , IX, & XIII

For the bid lots covering cardboard charges, only **CPI adjustment** shall be allowed on 50% of the monthly charge but **NO** dump fee adjustment **SHALL** be allowed on the remaining 50% monthly charge.

LOTS - X-XII

CPI adjustments shall apply to the full monthly charge and haul charge. The dump fee charge may be adjusted based solely upon changes in the actual dump fee. Dump fees specified in the original bid shall represent the bidder's actual dump charges in the region specified. Adjustments to dump charges shall be based upon the difference in price between the original bid (dump) agreement and the new agreement. The adjustments shall be passed through in accordance with the **Dump Fee** clause above.

LOT - XIV

Actual Dump Fee adjustments may be allowed on the "per ton" charge and CPI adjustments shall apply to the full amount of the Haul Charge.

The following chart summarizes the adjustments that may be allowed under the price adjustment clause.

| | Full CPI Adjustment | 50% CPI Adjustment | Full Dump Fee Adjustment | Pro-rated Dump Fee Adjustment |
|----------------------|---------------------------------|--------------------|--------------------------|-------------------------------|
| Lots I-VII | No | Yes | No | Yes |
| Lots VIII, IX & XIII | No | Yes | No | No |
| Lots X-XII | Yes on monthly and haul charges | No | Yes | No |
| Lot XIV | Yes on haul charges only | No | Yes on "per ton" charge | No |

PREVAILING WAGE RATE - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:

Prevailing Wage Rate as part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 9 Sections 230-239. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

PERFORMANCE SURVEYS:

Contractors shall be required to attach performance surveys to Authorized User invoices every six months, or as requested by the Office of General Services. The form for the Performance Survey is attached herein. Surveys completed and returned by the Authorized User to the Office of General Services, shall be used to assess and evaluate the contractor's performance in accordance with the terms and conditions of the Contractor's award. Performance concerns, if any, shall be addressed by the Authorized User and/or the Office of General Services and survey results may be considered in determining Contractor responsibility and continuation of Contractor's award or consideration for future awards.

CONTRACT MIGRATION:

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

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.ny.gov) under "Contracts and Purchasing," "Procurement Law, Guidelines and Procedures," and "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717. Contractors are encouraged to voluntarily extend service contracts to those additional entities authorized to utilize commodity contracts under Section 163(3)(iv) of the State Finance Law, as per section 39c of Appendix B.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate whether or not they will accept the NYS Purchasing Card for orders up to \$2,500 or the current authorized amount for the user (see Questions at end of bid document).

1. Report should be submitted in accordance with instructions in the Contract Award Notification.
2. Please enter all information requested (Name and Address, Group Number, Period, etc.) in areas provided.
3. In the report columns, provide information in similar format as shown in the Contract Award Notification for item number, description, "unit", etc. The description may be paraphrased or abbreviated, but should include the stock number or model number, if applicable. Quantities should be reported as **totals**. It is not necessary to show an invoice by invoice accounting for each product shipped or service provided.

For example, if you shipped orders for product ABC @ \$100 each to the following agencies:

| | |
|---------------------------------|-------|
| NYS Dept. of Education | - 100 |
| NYS Dept. of Labor | - 50 |
| NYS Dept. of Transportation | - 20 |
| City of Buffalo | - 10 |
| County of Albany | - 15 |
| Broome County Community College | - 5 |

your report should be submitted as follows:

| Item/ SubItem No. | Brief Description (incl. Stock or Model No. if applicable) | "Unit" Shipped (if applicable) (cs., lb., etc.) | Total Quantity Shipped To | | Total \$ Value |
|------------------------------|--|--|---------------------------|--|-------------------|
| | | | All State Agencies | Political Subdivisions and Others Authorized By Law | |
| V,2-a (as shown in contract) | Widget No. ABC | Ea. | 170 | 30 | \$20,000 |

4. If no purchases are made, submit a report stating "No Purchases."
5. Do not overlap report periods from any prior report. Do not carry over amounts previously reported.
6. Please submit a separate report for each contract held (do not report different contracts on the same form).
7. It is important that complete records be kept of all orders against the contract. Therefore, if you are a manufacturer and shipments are made from distributor's or agent's stocks, be sure to report them.
8. Reports should be sent to the address at the top of this page to the attention of the contact individual for "State Agencies and Vendors" shown on the front page of the Contract Award Notification.
9. Any questions regarding the submission of your report should also be directed to the contact individual shown on the Contract Award Notification.

Failure to submit timely reports or falsification of such reports may result in cancellation of contract and disqualification of contractor for future contracts.

INSURANCE REQUIREMENT:

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be addressed to the attention of the individual shown on the front page of the contact notification and shall reference the contract number and sent to New York State Office of General Services, Procurement Services Group, Corning Tower, 37th floor, Empire State Plaza, Albany, NY, 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85). The additional insured requirement does not apply to Workers Compensation or Disability Coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

- b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.
- c) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles. If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- d) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.
- e) Contractor acknowledges that failure to obtain any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS.

CONTRACT PERFORMANCE REPORT:

The Office of General Services, Procurement Services Group wishes to solicit input from customers regarding their satisfaction with service contractor performance. Please take a moment to complete this survey reporting on contractor's performance with regard to OGS/PSG service contracts. Copy this form as needed and forward to the OGS-Procurement Services Group. Please feel free to offer additional comments below, particularly with respect to contract improvement opportunities and contractor performance.

Contract Name: _____ Contract Number: _____
 Contractor: _____

CONTRACTOR PERFORMANCE

| | Excellent | Good | Acceptable | Unacceptable |
|--|------------------|-------------|-------------------|---------------------|
| •Conformance to service requirements of contract | | | | |
| •Timeliness of service | | | | |
| •Customer service and support | | | | |
| •Timely complaint resolution | | | | |
| • Professionalism of staff | | | | |
| • Services provided met customer needs | | | | |
| •Overall contractor performance | | | | |

BILLING

| | Excellent | Good | Acceptable | Unacceptable |
|---|------------------|-------------|-------------------|---------------------|
| •Ability to verify invoices against contract prices | | | | |

CONTRACT SUITABILITY

| | Excellent | Good | Acceptable | Unacceptable |
|--|------------------|-------------|-------------------|---------------------|
| •Ease of understanding the contract | | | | |
| •Overall satisfaction with the contract requirements | | | | |

| | Yes | No | Undecided |
|---|------------|-----------|------------------|
| Would you use this contractor again? If "No" please explain below. | | | |

Comments: _____

Agency: _____ Prepared by: _____

Phone: _____ E- mail: _____

PLEASE RETURN COMPLETED SURVEY TO:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, Room 3711
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 Telephone No. (518) 474-6717
 Fax (518) 474-2437