

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 37500 - SPRUCE CRATING LUMBER (Attica CFI)
Award Number	:	00671 - CI (Replaces 3896-CI)
Contract Period	:	April 15, 2001 to April 14, 2002
Bid Opening Date	:	January 9, 2001
Date of Issue	:	February 26, 2001
Specification Reference:		As Incorporated in the IFB

Address Inquiries To:	
Name	: Ron Wachenheim
Title	: Purchasing Officer I
Phone	: 518-474-1557
Fax	: 518-473-4050
E-mail	: ron.wachenheim@ogs.state.ny.us

Description

This contract is for supplying Attica CFI with spruce lumber strips suitable for crating metal furniture for protection when shipping to its customers.

PR # 00671-T

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC57598 SB	LIVERPOOL LUMBER CO. INC. 201 North Willow Street Liverpool, NY 13088	315/457-2220 Joseph Ehle FAX: 315/457-2486	150552846

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

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

NOTE TO AGENCY:

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

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price includes all customs duties and charges and be net, F.O.B. truck at destination Attica correctional Facility, Attica, NY including polyethylene bundle wrapping for agency fork lift unloading. Truckload quantity of approximately 25,000 to 26,000 bd. ft.

TO BE DELIVERED TO:

Attica Correction Facility
Division of Industries
Crating Area
Attica, NY 14011

LOT DESCRIPTION: Furnish Spruce Strips suitable for crating metal lockers in Canadian W.W. Spruce (S-P-F) No. 3 Com. Grade per NLGA Rules (effective January 1, 1975) Para. 114c. Strips shall be S2S1E (Surfaced 2 sides, 1 edge), S-Dry (Max. 19% M.C.), odd and/or even lengths with 60% each load or better 9 ft. and longer, G/S. Delivered price per M. Bd. Ft. shall be based on 1 x 2-1/2 count. Only official grade-mark (grade stamp) on each bundle or grading certificate with each delivery by Inspection Agency approved by Board of American Lumber Standards will be acceptable. Grade stamp on each bundle is preferred.

Each bundle shall be securely wrapped with Polyethylene sheeting, or equivalent.

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<u>Nominal Size</u>	<u>Minimum Net Dry Size</u>	<u>Est. Quan. Bd. Ft.</u>	<u>Price Per M Bd. Ft.</u>
1 x 2-1/2	11/16" x 2-1/4" R/L (6' - 16')	250,000	\$260.00

Initial Delivery: 14-15 Days A/R/O

Subsequent Deliveries: 12-20 Days A/R/O

Dry Net Size: 11/16" x 2-1/2"

Species: SPF

Name of Grading Rule, Para. Number & Its Grade Name: NLGA; Para. 114

Manufacturer: Phoenix Forest Products, Richmond Hill, Ontario, Canada

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. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to Contract No., description of product, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

NOTE TO CONTRACTOR:

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

The Agency contact person is Terry Myers, who can be reached at 716/591-2000, Ext. 2301.

NOTE TO AGENCY:

When placing purchase orders against the contract(s) please forward the "Procurement Services Group Copy" of the purchase order to: Senior Mechanical Inspector - OGS Procurement Services Group, 37th Floor Tower Bldg., Empire State Plaza - Albany, NY 12242.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. All shipments, however, subject to release by the Agency.

Truck delivery shall be approximately 25,000 to 26,000 bd. ft. per truckload.

Drivers are to be instructed to schedule arrival times so that deliveries will be completed between hours of 8:00 a.m. to 2:30 p.m., Monday thru Friday excluding Holidays. Please contact Terry R. Myers at 716/591-2000, Ext. 2301. Drivers are also to be instructed to check in at the Corcraft Office upon arrival.

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TRUCK DELIVERY & PACKAGING:

LUMBER SHALL BE UNITIZED, AND BANDED WITH STEEL BANDING IN PACKAGES ACCEPTABLE FOR FORKLIFT UNLOADING. BUNDLES SHALL HAVE A MINIMUM OF THREE 4" X 4" STRINGERS UNDER THEM TO FACILITATE FORKLIFT FORKS. MAXIMUM BUNDLES SHALL BE NOT MORE THAN 4,000 LB. EACH. EACH BUNDLE SHALL BE SECURELY WRAPPED IN POLYETHYLENE SHEETING, OR EQUIVALENT.

CONTRACT PERIOD AND RENEWAL:

Prices are firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the contract award.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for an additional period not to exceed twelve months.

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 should the replacement contract be issued in the interim.

ESTIMATED QUANTITIES & CONTRACT FULFILLMENT:

Quantities listed are estimated only. Agency guarantees to buy 50% of the estimated quantity, however, the contract will be considered fulfilled with respect to further orders, either upon its termination per the period or upon the State's placement of orders which represent a total quantity of 200% of the estimated quantity.

Orders for quantities beyond 200% placed during the contract period may be allowed provided contractor agrees to their acceptance.

The State, however, reserves the right on any unanticipated additional requirements of substantial quantities to advertise them in the best interest of the State at the discretion of the Commissioner of Office of General Services.

CONTRACTOR'S NOTES:

1. Contractor shall furnish the agency with written acknowledgement of the shipping date at least two weeks prior to shipment. Failure to comply may be cause for the initiation of contract default proceedings.
2. If shipment will not be made within the guaranteed delivery time; the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the material will be shipped. Should the delay be intolerable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

All correspondence for the aforementioned two points shall be directed to:

Department of Correctional Services
Division of Industries
550 Broadway
Albany, NY 12204-2802
ATTN: Nancy Abraham

TALLY SHEETS:

Two tally sheets shall be furnished for each delivery. One copy mailed to agency at time of shipment from mill and one copy to accompany delivery.

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SOFTWOOD LUMBER:

Softwood Lumber manufactured in Canada conforming to the standard grade rules for Canadian Lumber (NLGA, U.S. edition) currently approved by the American Lumber Standard Committee, Board of Review will also be accepted for only those species shown below providing such species is specified in the Invitation for Bids or quotation for the respective item. Certified Canadian Associations, Bureau of Inspection Services currently certified by the Board of Review American Lumber Standards Committee for Inspection and Grading are listed below:

CANADIAN LUMBER <u>SPECIES</u>	CANADIAN CERTIFIED INSPECTION <u>AGENCY</u>	CANADIAN SYMBOL OF CERTIFIED AGENCY AS IT WILL APPEAR IN THE <u>OFFICIAL GRADE STAMP</u>
Douglas Fir	Alberta Forest Products Assoc.	A.F.P.A.
HEM-Fir	Cariboo Lumber Mfg. Assoc.	CLMA
W.W. Spruce (S-P-F)	Council of Forest Industries of B.C.	CFI
Englemann Spruce	Interior Lumber Mfg. Assoc.	ILMA
	Central Forest Products Assoc.	C.F.P.A.
	Council of Forest Industries of B.C., Northern Interior Lumber Sector	N.I.L.A.
	Saskatchewan Timber Board	S.T.B.
	MacDonald Inspection	CMI
	Pacific Lumber Inspection Bureau	PLIB
Eastern Spruce (S-P-F) &	Canadian Lumberman's Assoc.	CLA
Northeastern White Pine	Maritime Lumber Bureau	MLB
	Ontario Lumber Mfg. Assoc.	O.L.M.A.
	Quebec Lumber Mfg. Assoc.	Q.L.M.A.

SEASONING:

Unless otherwise specified, the moisture content of dry lumber shall not exceed 19% at the time of delivery. Each piece of dimension and common grade boards shall bear a grade stamp including the wording "S-DRY". Lumber having a moisture content in excess of 19% shall be considered unseasoned (Green) and shown on the grade stamp "S-GRN".

NET SIZES:

All deliveries against the same purchase order must be all of the same net size for the respective nominal size. Also the actual size shall be within the manufacturing tolerance allowed by the Standard Grading Rule under which the product is produced.

RANDOM LENGTHS (R/L):

Random lengths for boards and finished lumber must contain a good assortment of lengths including a minimum of 20% in 16 foot lengths on the basis of piece tally. However, Eastern Spruce, and Northeastern White Pine common grades shall be a minimum of 15% and select grades of Eastern White Pine a minimum of 10% in foot lengths on the basis of piece tally. "Good Assortment of Lengths" means a reasonable good spread of all lengths included in the respective grade.

GRADE STAMP:

The grade mark (stamp) shall be a mark registered under the Federal Trade Marks Act signifying that the lumber has been marked by or under the supervision of an Inspection Service, Grading Association or Bureau certified by the Board of Review of the American Lumber Standards Committee and conforms to the requirements of the applicable official grading rules. Each piece of softwood lumber must bear the Official Grade Mark (stamp) of the Official Association, Bureau of Inspection Service on each bundle of like grade, size and species, and stamp must contain all information called for in the respective grading rules.

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OFFICIAL INSPECTION CERTIFICATE:

The Official Inspection Certificate is a legal document issued by one of the American Lumber Standard Committee certified Grading Associations, Bureaus or Inspection Services guaranteeing the grade, species, size, dryness, etc. when signed by an authorized person. It is the responsibility of the contractor to have the above mentioned Inspection Agency properly stamp or end brand (Inspector symbol) on each piece signifying it meets the applicable grade rule requirement and is the same symbol shown on the certificate to identify the product and grade covered by the certificate. In the event the grade stamp is obliterated by the preservative or fire retardant treatment, or not grade stamped (rough-sawn), an official grade certificate will be required. One copy forwarded to the Office of General Services, Procurement Services Group, Tower Bldg., 37th floor, Empire State Plaza, Albany, NY 12242, and one copy shall accompany delivery to the consignee. Any lumber received not officially grade stamped or without the official grade certificate, as called for above, will be considered degrade and rejected as not acceptable.

REINSPECTION OF LUMBER:

When a delivery of lumber is rejected by the State Inspector due to deviation from the specification on grade, size, or moisture content, reinspection may be considered provided written notice is received from the contractor within 10 days. Reinspection must be prompt and by an official of either the grade rule Association, Bureau, or Inspection Service as previously identified herein. The name of the Official and date of reinspection must be furnished to Procurement Services Group. All cost of reinspection regardless of the result must be paid by the contractor and the results of the reinspection will be final.

CARE OF MATERIALS:

Materials shall be properly warehoused and protected during delivery by the contractor so as to prevent damage, deterioration by reason of improper storage, moisture absorption, protected from snow and rain and from extreme change in temperature, soiling, especially item for finish use.

QUALITY ASSURANCE PROVISION:

The contractor shall be responsible for the performance of all inspection requirements as specified herein. The State reserves the right to reject non-conformance material(s) at time of delivery or following the inspection by the State Inspector.

DEGRADE MATERIAL(S):

Degrade material(s) due to lack of official grade stamp on piece or bundle, official grade certificate, or proper code marking all as called for in this Standard.

If the official grade stamp on the Lumber is virtually unreadable (illegible/smeared) on over 5% of the quantity of the item, then it may be rejected and reinspection or replacement requested. However, if only a few pieces/panels (5% or less of the quantity of the item) are unreadable, then in good judgement it may be acceptable.

DEGRADE MATERIAL(S):

Degrade material(s) due to damage (physical or mechanical); dry material received wet or having been wet (moisture problem), deterioration due to decay or insect attack since initial grading; and soiled (dirty or weather soiled) which in good judgement is not acceptable, especially item(s) for finish use; mis-manufactured, wrong species; wrong size; wrong grade.

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DISPOSITION OF DEGRADE MATERIALS:

Degrade item(s) and/or description of condition shall be listed by the agency at the instance of delivery, on all copies of the contractor's delivery ticket (including the signed receipt copy given to contractor's truck driver). Such degrade or defective material can be immediately returned via contractor's truck. Shortages shall be similarly handled.

--OR--

The agency shall notify the contractor in writing within 3 working days following delivery, listing a piece tally of degrade material(s) and request prompt replacement, with copy to Office of General Services, Procurement Services Group.

The agency shall be responsible to properly protect and hold in tack such degrade or defective material(s) for prompt replacement by the contractor.

If there is any question or doubt on the part of the agency as to whether the material(s) conform to this Standard, the PROC 111 "Report of Contract Deviation" should be completed and forwarded to the attention of the O.G.S. Senior Mechanical Inspector, Tower Bldg. 37 floor, Empire State Plaza, Albany, NY 12242. Such material(s) should be held intact pending visit of the State Inspector, however, any acceptable material may be used without prejudice of agency's claim.

INTACT-DEGRADE OR DEFECTIVE MATERIAL(S)

The agency shall be responsible to secure by binding together or other means the degrade or defective material and tag "DO NOT USE" showing tally of pieces, description and its condition, contract no., purchase order no., and contractor's name so that the agency's personnel can readily identify for return or for inspection by the State Inspector.

The contractor shall make prompt replacement upon return of material(s) at the time of delivery or upon written notification.

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

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

Contract No.: _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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