GROUP NO./COMMODITY: 37822 ALUMINUM FOR CASTING

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>CONTRACTOR</th>
<th>CONTACT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA-13019</td>
<td>Rochester Aluminum Smelting Canada, LTD</td>
<td>Dennis Fitzgerald, Sales Manager</td>
</tr>
<tr>
<td>M/WBE:</td>
<td>31-35 Freshway Drive</td>
<td>Phone: (724) 935-5032</td>
</tr>
<tr>
<td>MBE Goal: 0%</td>
<td>Concord, Ontario L4K1R9</td>
<td>Toll Free: N/A</td>
</tr>
<tr>
<td>WBE Goal: 0%</td>
<td>CANADA</td>
<td>Fax: (905) 669-5379</td>
</tr>
<tr>
<td>Exclusion: YES</td>
<td>Chartfield 2: 11252</td>
<td>E-Mail: <a href="mailto:Fitz@zbzoom.net">Fitz@zbzoom.net</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor ID#: 1000056128</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Federal ID#: 98-0348049</td>
</tr>
</tbody>
</table>

Contract Period: February 1, 2014 through January 31, 2016 (with option to extend)

Invitation For Bids (IFB) No.: 955 (Replaces Award No. PA-05970/ IFB #760)

Bid Opening Date: 11/26/13

Direct Inquiries Regarding this Contract to: Linda Mitchell
Contract Management Specialist
NYS Department of Corrections and Community Supervision
Division of Industries
550 Broadway
Albany, NY 12204-2802
Telephone: (518) 436-6321 Ext. 2513
Fax: (518) 434-7434
E-Mail: Linda.Mitchell@doccs.ny.gov

Contract Approval Date: March 25, 2014

For tax free transactions under the Internal Revenue Code, the New York State registration number is 14740026K.

Terms and conditions as applied to this contract are as per the referenced invitation for bids, procurement lobbying act, contractor certification (Tax Law 5-a, ST-220 Form) and the attached pages.
**PRICE:**
Price shall include all customs, duties and charges and be net, F.O.B. to Elmira Correctional Facility, Division of Industry, 1879 Davis St., Elmira, NY 14902, including palletization (approximately 2,000 pounds per pallet). Flatbed delivery truck to allow forklift unloading from ground level between Buildings 3 & 4.

**ITEM:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Annual Quantity</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Aluminum for Casting, Alloy #713.1: Material to be utilized for sand casting finished products, such as: fire hydrant caps, manhole extension rings, and other cast aluminum products. Individual ingots/bars shall weigh approximately 5-10 pounds each.</td>
<td>200,000 lbs.</td>
<td>$1.01861 /lb. (Base Cost) $0.50 /lb. (Fixed Processing Fee)</td>
</tr>
</tbody>
</table>

**DELIVERY TO:**
Elmira Correctional Facility, Division of Industries
Building 3 & 4 Alleyway, 1879 Davis Street
Elmira, NY 14902

**GUARANTEED DELIVERY:**
Initial/Order: 2 Calendar Days A/R/O
Subsequent Orders: 2 Calendar Days A/R/O

**DELIVERY:**
Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor’s obligation to seek clarification from the ordering agency and, if applicable, from the Department of Corrections and Community Supervision, Division of Industries.

Actual delivery quantity may vary plus or minus 5%. Orders exceeding this tolerance shall not be allowed, unless it is approved in writing by the ordering agency.

**DELIVERY RESTRICTIONS AND NOTIFICATION:**
Deliveries will be received weekdays, Monday through Friday, 8:00 AM to 10:30 AM and 11:30 PM to 2:30 PM excluding holidays. Twenty-four (24) hour pre-delivery notification must be made to Diane Bower at 607-734-3901, ext 2335.
**PRICE ADJUSTMENT:**
The contract price will be comprised of two components: the base cost and the fixed processing fee (premium). The **base cost** is defined as the unit price per pound of aluminum as published in Platts Metal Week. The cost is reflected in cents per pound (cts./lb.) under the heading “Major Metals, Aluminum, MW A-380 Alloy”. This price fluctuates based on market moves. This price is subject to increase or decrease after the initial three (3) month period of the contract and every three months thereafter, within the contract period or any mutually agreed upon renewal(s); and will be based on the % movement since the contract commencement date, as presented in this publication.

The resultant contractor will be required to submit to Corcraft, by fax or e-mail, a copy of the Platts Metal Week page(s) showing the relevant prices posted in the publication, which will serve to verify the pricing increase or decrease for each adjustment period.

The fixed processing fee (premium) cost is defined as the unit bid price per fabricated pound as submitted by the bidder on the bid price page. The premium includes all the processing costs of manufacturing the required aluminum alloy, such as, but not limited to: procuring the alloy, manufacturing/smelting, packaging and delivery to Elmira Correctional Facility. The fixed processing fee shall remain firm for the duration of the contract period and/or any mutually agreed upon renewal(s).

Payment price will be for the period in which the order is received.

Price adjustments will be calculated as the difference between the base cost price (cents per pound), as published on the Monday prior to when the contract commences, and the price for the same A-380 Alloy (cents per pound) on the Monday prior to commencement of each three-month period thereafter.

Note: If the publisher merely changes the title, or renames the aluminum price guide, it will be considered the same guide and therefore, it will continue to guide price adjustments.

Note: In the event the above market pricing is abandoned by Platts Metal Week, or is otherwise unavailable, an alternate benchmark will be used and the resulting difference, if any, in the cents per pound price shall be applied to the net prices as shown in the following example with the adjusted net prices to be effective for the immediate ensuing three-month period.

**Example (All Fictitious Figures):**

Base Cost price (Cents per Pound) On Monday Prior to Contract Start Month: 114.83¢

Cents per Pound price, On Monday Prior to Three Months After Contract Start Month: 120.65¢

Cents Difference: +5.82¢

Percent Difference: +5.068%

(5.82¢ / 114.83¢ = 0.0506836 x 100 = 5.06836, rounded to the nearest third decimal point)

Initial (Awarded) Contract Base Cost Price: $1.25/pound

Fixed Processing Fee (Premium): $0.20/pound

Total Initial Contract Award Price: $1.45/pound

Adjusted Contract Price for the Upcoming 3-Month Period: $1.51/pound

($1.25 x 5.068% = $0.06335 + $1.25 + $0.20 = $1.51335, rounded to the nearest penny)
PRICE ADJUSTMENT (continued):

Upward or downward adjustment in net prices shall be effective for orders placed on or after the adjustment period. Example: Contract Period is February 1 through January 31. Initial three-month period is February 1 through April 30. Price adjustments would be effective May 1 through July 31; August 1 through October 31; November 1 through January 31; then February 1 through April 30 and repeat the cycle for all succeeding years.

If there is no price adjustment to be made on any given three-month date, the current contract prices will remain in effect until such time as there is a valid price adjustment. No price adjustment will be retroactive to any order other than as set forth in this Price Adjustment clause.

CERTIFICATE OF CHEMICAL ANALYSIS:
The contractor shall be required to furnish a notarized certificate of chemical analysis with each shipment of material. A copy of the analysis shall be faxed to the Elmira CFI a minimum of 24 hours prior to receipt of aluminum at Elmira. The fax number is (607) 734-4052.

MSDS SHEETS:
Contractor is required to furnish a current MSDS sheet with each shipment.

PACKAGING:
Load must be covered/tarpaulin-covered to keep excess moisture off load and pallets encased in plastic wrap.

TECHNICAL ASSISTANCE:
The contractor shall be responsible for providing to Elmira, within 48 hours of a request, the services of a competent, technically trained representative to assist the Agency in solving problems which may arise regarding the correct procedures and/or performance of the contractor's product. During the visit, the representative may be asked to supervise the taking of samples of tenzalloy aluminum when a laboratory evaluation seems necessary to resolve a question of non-conformance of product to specifications. Within three (3) business days, the contractor must provide a written report to the facility containing detailed findings and proposed action for resolution.

MINIMUM ORDER:
Minimum order shall be 40,000 lbs. Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

REQUEST FOR CHANGE:
Any request by the agency or contractor regarding changes in any part of the contract must be made in writing prior to effectuation. Such requests are subject to approval of the State Comptroller.

APPENDIX A:
The contractor agrees to comply with Appendix A, New York State Standard Contract clauses.
**CONTRACT PAYMENTS:**
Payments cannot be processed by Elmira Correctional Facility, Division of Industries, until the contract items have been delivered in satisfactory condition.

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to the extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Properly completed vouchers are required to be forwarded to the Office of the State Comptroller for audit and payment. Agencies are urged to process vouchers expeditiously.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor’s option, shipping costs from the contractor’s address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

**VENDOR RESPONSIBILITY:**
1. **General Responsibility:** The Contractor shall at all times during the Contract term remain Responsible. The Contractor agrees, if requested by the Department of Corrections and Community Supervision, Division of Industries (CORCRAFT) or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. **Suspension of Work (for Non-Responsibility):** The Department of Corrections and Community Supervision, Division of Industries (CORCRAFT) or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Department of Corrections and Community Supervision, Division of Industries (CORCRAFT) or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
VENDOR RESPONSIBILITY (continued):

3. Termination (for Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Division of Industries (CORCRAFT) officials or staff, the Contract may be terminated by Department of Corrections and Community Supervision, Division of Industries (CORCRAFT) or his or her designee at the Contractor's expense where the Contractor is determined by the Department of Corrections and Community Supervision, Division of Industries (CORCRAFT) or his or her designee to be non-responsible. In such event, the Department of Corrections and Community Supervision, Division of Industries (CORCRAFT) or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VENDOR RESPONSIBILITY DISCLOSURE:
Any finding of non-responsibility may be sufficient cause for Termination of the contract. It is the sole responsibility of the resultant contractor, at any time throughout the contract period, to promptly notify the Division of Industries of any changes to its original responses in the questionnaire. Failure to do so may be sufficient cause for termination of the contract.

PROCUREMENT LOBBYING TERMINATION:
In accordance with the “Vendor Responsibility Disclosure” clause and/or “Termination – for Cause” in Appendix B, General Specifications and/or New York State Finance Law Section 139-k and/or Tax Law § 5-a, the Division of Industries reserves the right to terminate a contract by providing ten (10) days written notification to the Contractor, for cause in the event of determination made after an award with respect to vendor non-responsibility, or in the event of determination that certification filed in accordance with State Finance Law Section 139-k and/or Tax Law § 5-a was intentionally false or intentionally incomplete.

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 not acceptable 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:

Dept. of Corrections & Community Supervision
Division of Industries
550 Broadway and
Albany, NY 12204-2802
Attn: Linda Mitchell

Elmira Correctional Facility
Division of Industries
PO 500, 1879 Davis Street
Elmira, NY 14902-0500
Attn: Sharon Bottone

ESTIMATED QUANTITIES:
The quantities or dollar values listed are estimated only. Unless otherwise stated the estimated quantities are annual usage. See "Estimated/Specific Quantity Contracts" in Appendix B, General Specifications.
CONTRACT PERIOD AND RENEWALS:
If mutually agreed between the Division of Industries and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

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 Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

WARRANTIES:
See "Warranties" in Appendix B, General Specifications.

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