

STATE OF NEW YORK

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Introduced by Sens. KRUEGER, COONEY, KAPLAN, MAY, REICHLIN-MELNICK, KAMINSKY -- read twice and ordered printed, and when printed to be committed to the Committee on Procurement and Contracts

AN ACT to amend the state finance law, in relation to enacting the New York deforestation-free procurement act

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. This act shall be known and may be cited as the "New York
2 deforestation-free procurement act".

3 § 2. Legislative Findings. The Legislature finds and declares the
4 following:

5 1. Tropical forests cover roughly 7 percent of Earth's surface, but
6 harbor close to 50 percent of all species on Earth.

7 2. Boreal forests represent about thirty percent of the global forest
8 area, help regulate the climate through the exchange of energy and
9 water, and are a large reservoir of biogenic carbon, storing twice as
10 much per acre as tropical forests. Canada's boreal forest alone stores
11 nearly twice as much carbon in its vegetation and soil as the entire
12 world's combined oil reserves.

13 3. Human activity is the driving force behind the current rate of
14 species extinction, which is at least 100 to 1,000 times higher than
15 historical levels. The World Wildlife Fund's 2016 Living Planet Report
16 found global populations of fish, birds, mammals, amphibians, and
17 reptiles declined by 58 percent between 1970 and 2012.

18 4. Globally, an estimated 18,000,000 acres of forest, an area more
19 than half the size of New York State, are lost every year to deforesta-
20 tion according to the Food and Agriculture Organization of the United
21 Nations, with over one-half of Earth's tropical forests already gone. At
22 the current pace, the entirety of Earth's tropical rainforests will be
23 degraded or destroyed within the next 100 years.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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5. An estimated 20 percent of the world's greenhouse gas emissions come from deforestation and forest degradation. Taking into account carbon sequestration potential, stopping the loss of tropical forests, mangroves, and wetlands could provide over 20 percent of climate mitigation by 2030.

6. Loss of biodiversity resulting from forest degradation and deforestation, as well as human encroachment on formerly undisturbed ecosystems, increases the risks of zoonotic disease pandemics such as COVID-19.

7. New York State is a leader in addressing the climate crisis, with a statutory goal of achieving net-zero greenhouse gas emissions economy-wide by 2050.

8. Tropical deforestation in many countries is closely associated with violations of the land rights of indigenous peoples and local communities and with the exploitation of workers, including forced labor and child labor, and in many cases is enabled by corruption, criminality, and violence against land defenders.

9. Tropical deforestation in many countries is also closely associated with illegal wildlife trafficking, including, but not limited to, various bird and reptile species, many primate species, including great apes, pangolins, and orangutans, and in many cases is enabled by corruption, criminality, and violence against conservationists.

10. The primary factor leading to tropical deforestation is degradation and road-building associated with logging for timber, while the largest direct cause of tropical deforestation is industrial-scale production of agricultural commodities. Together, these are increasingly known as "forest-risk commodities".

11. Industrial logging to make single-use tissue products, newsprint, and lumber is a large driver of boreal forest degradation and deforestation.

12. New York is inadvertently promoting and sanctioning intact forest degradation and deforestation through the purchase of goods and products that have been produced in supply chains that contribute to intact forest degradation and deforestation.

13. New York has one of the largest economies in the world and its purchasing power has significant market force.

14. It is the intent of the legislature that it be the policy of this state to ensure companies contracting with the state are not contributing to tropical or boreal intact forest degradation or deforestation directly or through their supply chains.

§ 3. Paragraphs b, c, d and e of subdivision 1 and paragraph b of subdivision 2 of section 165 of the state finance law, as added by chapter 83 of the laws of 1995, are amended to read as follows:

b. "Tropical hardwood" shall mean any and all hardwood, scientifically classified as angiosperm, that grows in any tropical [~~moist~~] forest. Tropical hardwoods shall [~~be~~] include but not be limited to the following species:

Scientific Name	<u>Examples of</u> Common [Name]
	<u>Names</u>
<u>Prunus Africana</u>	<u>African cherry, Red stinkwood</u>
<u>Caryocar costaricense</u>	<u>Ajo, Aji</u>
<u>Calophyllum spp.</u>	<u>Bintangor</u>
<u>Cedrela spp.</u>	<u>Cedar</u>
<u>Neobalanocarpus heimii.</u>	<u>Chengal</u>
<u>Balanocarpus heimii</u>	
<u>Octomeles sumatrana Miq.</u>	<u>Erima, benuang</u>

1	<u>Myroxylon balsamum</u>	<u>Estoraque</u>
2	<u>Apuleia leiocarpa</u>	<u>Garapa</u>
3	<u>Parastemon urophyllus</u> , <u>Parastemon</u>	<u>Malas</u>
4	<u>spicatus</u> <u>Ridley</u>	
5	<u>Hopea</u> spp.	<u>Merawan</u>
6	<u>Araucaria araucana</u>	<u>Monkey Puzzle</u> , <u>Chilean pine</u>
7	<u>Pterocarpus tinctorius</u>	<u>Mukula</u>
8	<u>Senna siamea</u>	<u>Siamese senna</u>
9	<u>Pometia pinata</u>	<u>Taun</u>
10	<u>Millettia leucantha</u> <u>Kurz</u>	<u>Thinwin</u>
11	<u>Bulnesia arborea</u> , <u>Bulnesia</u>	<u>Verawood</u> , <u>Argentine lignum</u>
12	<u>sarmientoi</u>	<u>vitae</u>
13	<u>Tristaniopsis laurina</u>	<u>Water gum</u>
14	<u>Terminalia</u> spp.	
15	<u>Homalium foetidum</u>	<u>Malas</u>
16	<u>Dillenia papuana</u>	<u>Dillenia</u>
17	<u>Canarium</u> spp.	<u>Red Canarium</u> , <u>Grey Canarium</u>
18	<u>Burkrella macropoda</u>	<u>Rang rang</u>
19	<u>Octomeles sumatrana</u>	<u>Erima</u> , <u>Benuang</u>
20	<u>Dracontomelon dao</u>	<u>New Guinea walnut</u>
21	<u>Planchonella</u> spp.	<u>White Planchonella</u> , <u>Red</u>
22		<u>Planchonella</u>
23	<u>Lophopetalum</u> spp.	<u>Perupok</u>
24	<u>Carinian pyriformis</u>	<u>Abarco</u> , <u>Jequitiba</u>
25	<u>Mitragyna ciliate</u>	<u>Abura</u>
26	<u>Vouacapous americana</u>	<u>Acapu</u>
27	<u>Amburana caerensis</u>	<u>Amburana</u> , <u>Cerejeira</u>
28	<u>Dalbergia melanoxyton</u>	<u>African Blackwood</u>
29	<u>Lovoa</u> spp.	<u>African Walnut</u> , <u>Tigerwood</u>
30	<u>Pericopsis elata</u>	[Afrormosis] <u>Afrormosia</u>
31	[Shorea almon]	[Almon]
32	<u>Aspidosperma megalocarpon</u>	<u>Acaretto</u>
33	<u>Peltogyne</u> spp.	<u>Amaranth</u> , <u>purpleheart</u>
34	<u>Terminalia amazonia</u>	<u>Amarillo Real</u>
35	<u>Guibourtia ehie</u>	<u>Amazaque</u>
36	<u>Amburana cearensis</u>	<u>Amburana</u> , <u>Cerejeira</u> , <u>cumare</u>
37	<u>Pterogyne nitens</u>	<u>Amendoim</u>
38	<u>Carapa guianensis</u>	<u>Andiroba</u> , <u>False Mahogany</u>
39	<u>Dicorynia guianensis</u>	<u>Angilique Cris</u>
40	[Aningeria] <u>Aningeria</u> spp.	<u>Aningeria</u> , <u>anigre</u> , <u>anigre</u>
41		[Apilong] <u>Apitong</u> , <u>Keruing</u>
42	<u>Dipterocarpus</u> [grandiflorus]	
43	spp.	
44	<u>Centrolobium</u> spp.	<u>Arariba</u> , <u>Amarillo</u>
45	<u>Brosimum utile</u>	<u>Baco</u>
46	<u>Shorea</u> spp.	<u>Balau</u> , <u>Selangan batu</u>
47	<u>Ochroma lagopus</u>	<u>Balsa</u>
48	<u>Ochroma pyramidale</u>	<u>Balsa</u>
49	<u>Myroxylon balsamum</u>	<u>Balsamo</u>
50	[Virola spp.]	[Banak]
51	<u>Anisoptera thurifera</u>	<u>Bella</u> [Rose] <u>Rosa</u>
52	<u>Guibourtia arnoldiana</u>	<u>Benge</u> , <u>Mutenye</u>
53	<u>Berlinia</u> spp.	<u>Berlinia</u> , <u>Rose Zebrano</u>
54	<u>Symphonia globulifera</u>	<u>Boar Wood</u>
55	<u>Deterium</u> [Senegalese] <u>senegalese</u>	<u>Boire</u>

1	<u>Caesalpinia echinata,</u>	<u>Brazilwood, Pernambuco</u>
2	<u>Paubrasilia eschinata</u>	
3	<u>Bertholletia excels</u>	<u>Brazil Tree</u>
4	<u>Brosimum alicastrum</u>	<u>Breadnut</u>
5	<u>Guilbourtia spp.</u>	<u>Bubinga, African</u>
6	<u>(G. demusei, G. pellegriniana,</u>	<u>Rosewood, Kevazingo</u>
7	<u>G. tessmannii)</u>	
8	<u>Toona calantas, Cedrela calantas</u>	<u>Calantas, Kalantas</u>
9	<u>Priora copaifera</u>	<u>Cativo</u>
10	<u>Cedrela odorata, Cedrela fissilis</u>	<u>Cedro, Cedar, Spanish cedar,</u>
11		<u>South American cedar</u>
12	<u>Ceiba pentandra</u>	<u>Ceiba</u>
13	<u>Antiaris africana</u>	<u>Chenchen, Antiaris</u>
14	<u>Couratari guianensis</u>	<u>Coco Blanco</u>
15	<u>[Dalbergia] Dalbergia</u>	
16	<u>retusa</u>	<u>[Cenebela] Cocobolo,</u>
17		<u>Granadillo</u>
18	<u>Tabebuia donnell-smithii</u>	<u>Copal</u>
19	<u>Daniellia spp.</u>	<u>Copal, Daniellia</u>
20	<u>Cordia spp.</u>	<u>Cordia, Bocote, Ziricote, Louro</u>
21	<u>Hymenaea courbaril</u>	<u>Courbaril, West Indian Locust</u>
22	<u>Dipteryx odorata</u>	<u>Cumaru</u>
23	<u>Piptadeniastrum africanum</u>	<u>Dahoma, Banzu</u>
24	<u>Calycophyllum candidissimum</u>	<u>Degame, Legame Lancewood,</u>
25		<u>Lemonwood</u>
26	<u>Afzelia spp.</u>	<u>Doussie, Lingue</u>
27	<u>[Diospyres] Diospyrus spp.</u>	<u>Ebony, Macassare,</u>
28		<u>ebony,</u>
29		<u>Ceylon ebony</u>
30	<u>Lophira alata</u>	<u>Ekki, Azobe, Bangassi, Akoura,</u>
31		<u>Red Ironwood</u>
32	<u>Combretodendron macrocarpum</u>	<u>Esia, Essia</u>
33	<u>Cordia goeldiana</u>	<u>Freijo, Cordia Wood</u>
34	<u>Chlorophora tinctoria</u>	<u>Fustic, Yellow Wood, Tatajuba</u>
35	<u>[Aucoumes] Aucoumea klaineana</u>	<u>Gaboon, Okoume</u>
36	<u>Astronium spp.</u>	<u>Goncalo Alves, Zebrawood,</u>
37		<u>Tigerwood</u>
38	<u>Ocotea rodiaei</u>	<u>Greenheart</u>
39	<u>Enterolobium cyclocarpum</u>	<u>Guanacaste, Rain Tree,</u>
40		<u>Elephant Ear</u>
41	<u>Guarea spp.</u>	<u>Guarea, Bosse</u>
42	<u>Terminalia ivorensis</u>	<u>Idigbo, Framire, Black Afara</u>
43	<u>Phoebe porosa</u>	<u>Imbuia, Imbuya, Embuia,</u>
44		<u>Brazilian Walnut</u>
45	<u>Handroanthus spp.</u>	<u>Ipe, Brazilian walnut,</u>
46		<u>bethabarra, Pau d'arco,</u>
47		<u>Ironwood, Lapacho</u>
48	<u>Chlorophors excelsa</u>	<u>Iroko</u>
49	<u>Hymenaea courbaril</u>	<u>Jatoba, "Brazilian Cherry"</u>
50	<u>Jacaranda copaia</u>	<u>Jacaranda</u>
51	<u>Machaerium villosum</u>	<u>Jacaranda Pardo</u>
52	<u>Dyera costulata</u>	<u>Jelutong</u>
53	<u>Dryobalanops spp.</u>	<u>Kapur, Keladan</u>
54	<u>Koompassia malaccensis</u>	<u>Kempas, Impas</u>
55	<u>Acacia koa</u>	<u>Koa</u>
56	<u>Entandrophragma candollei</u>	<u>Kosipo, Omu</u>

1	Pterygota macrocarpa	Koto, <u>African Pterygota, Ware</u>
2	<u>Oxandra lanceolate</u>	<u>Lancewood</u>
3	Shorea spp. [negresensis]	[Red] <u>Lauan, Luan,</u>
4		<u>Lawaan, Meranti, White</u>
5		<u>meranti, yellow meranti, dark</u>
6		<u>red meranti, light red meranti,</u>
7		<u>Seraya, Tanguile, Bang,</u>
8		<u>Philippine Mahogany</u>
9	[Pentacme contorta]	[White Lauan]
10	[Shorea pleyssieria]	[Tanguile]
11	<u>Nothofagus pumilio</u>	<u>Lenga</u>
12	<u>Guaiacum officinale</u>	<u>Lignum Vitae, Guayacan,</u>
13		<u>Ironwood</u>
14	Terminalia superba	Limba, <u>Afara, Ofram</u>
15	[Aniba duekii] <u>Aniba rosedora</u>	[Loure] <u>Brazilian</u>
16		<u>rosewood, pau rosa, bois</u>
17		<u>de rose</u>
18	<u>Nectandra spp.</u>	<u>Louro Preto</u>
19	[Kyaya iverensis] <u>Khaya spp.</u>	[Africa] <u>African</u>
20		<u>Mahogany</u>
21	[Swietenia macrophylla]	[Amer. Mahogany]
22	<u>Swietenia spp.</u>	<u>American Mahogany, West Indian</u>
23		<u>Mahogany, Central American</u>
24		<u>Mahogany, Honduran Mahogany,</u>
25		<u>South American Mahogany,</u>
26		<u>Mexican Mahogany, Bigleaf</u>
27		<u>Mahogany, Little Leaf</u>
28		<u>Mahogany, Acajou, Caoba</u>
29		<u>Mogno</u>
30	Tieghemella [heckelii] <u>heckelii</u>	[Makora]
31		<u>Makore,</u>
32		<u>Baku</u>
33	<u>Diospyros marmorata</u>	<u>Marblewood, Zebrawood</u>
34	<u>Intsia bijuga, Intsia palembanica</u>	<u>Merbau, Ipil, Kwila</u>
35	<u>Anisoptera spp.</u>	<u>Mersawa, Krabak, Palosapis</u>
36	<u>Mora excelsa</u>	<u>Mora</u>
37	Distemonanthus benthamianus	Movingui, <u>Ayan</u>
38	<u>Terminalia amazonia</u>	<u>Nargusta</u>
39	<u>Pterocarpus spp.</u>	<u>Narra, Ambyna, Papua New Guinea</u>
40		<u>Rosewood, Red Sanders, Mukula,</u>
41		<u>Kosso, zitan, Hongmu</u>
42	<u>Palaequium spp.</u>	<u>Nyatoh, Padang, Pencil Cedar</u>
43	<u>Triplochiton scleroxylon</u>	<u>Obeche, Samba</u>
44	<u>Nauclea diderrichii</u>	<u>Opepe, Sibo</u>
45	Pterocarpus [seyauxii] <u>spp.</u>	[African] <u>Padauk,</u>
46		<u>Vermillion Wood</u>
47	[Pterocarpus angolensis]	[Angola Padauk]
48	<u>Millettia stuhlmannii</u>	<u>Panga Panga</u>
49	<u>Balfourodendron riedelianum</u>	<u>Pau Marfim</u>
50	Aspidosperma spp.	Peroba, <u>Rosa</u>
51	<u>Paratecoma peroba</u>	<u>Peroba Branca</u>
52	<u>Dalbergia frutescens, D. tomentosa</u>	<u>Pinkwood, Brazilia Tulipwood</u>
53	<u>Tabebuia donnell-smithii</u>	<u>Prima Vera, Roble, Durango</u>
54	Peltogyne spp.	<u>Purpleheart</u>
55	Gonystylus spp.	<u>Ramin</u>

1	<u>Melanorrhoea curtisii</u>	<u>Rengas, Borneo Rosewood</u>
2	<u>Nothofagus obliqua</u>	<u>Roble</u>
3	<u>Hevea brasiliensis</u>	<u>Rubberwood</u>
4	Dalbergia spp.	<u>Rosewood, Indian Rosewood,</u>
5		<u>Honduras Rosewood, cocobolo,</u>
6		<u>granadillo</u>
7	<u>Aniba duckei</u>	<u>Brazilian Rosewood</u>
8	<u>Entandrophragma</u> cylindricum	<u>[Sapela] Sapele,</u>
9		<u>Sapelli</u>
10	<u>Acanthopanax ricinofolius</u>	<u>Sen, Castor Arabia</u>
11	<u>Brosimum aubletti, Piratinera</u>	<u>Snakewood, Letterwood, Leopard</u>
12	<u>guianensis</u>	<u>Wood</u>
13	<u>[Shorea philippinensis]</u>	<u>[Senora]</u>
14	<u>Juglans spp. (juglans</u>	<u>South American Walnut, Peruvian</u>
15	<u>australis, J. neotropica,</u>	<u>Walnut</u>
16	<u>J. Olanchana, etc.)</u>	
17	<u>Sterculia rhinopetala</u>	<u>Sterculia</u>
18	<u>Bagassa guianensis</u>	<u>Tatajuba, Bagasse</u>
19	Tectona grandis	Teak
20	Lovoa trichilloides	Tigerwood
21	<u>Entandrophragma utile</u>	<u>Utile, Sipo</u>
22	<u>Virola spp.</u>	<u>Virola, Cumala, Banak, Tapsava</u>
23	Millettia laurentii	Wenge
24	<u>Pentacme contorta</u>	<u>White Lauan</u>
25	Microberlinia [brassavillensis]	<u>Zebrawood,</u>
26	<u>spp.</u>	<u>Zebrano, Zingana</u>

27 c. "Tropical [~~rain~~] forests" shall mean [~~any and all forests classi-~~
28 ~~fied by the scientific term "Tropical moist forests", the classification~~
29 ~~determined by the equatorial region of the forest and average rainfall]~~
30 a natural ecosystem within the tropical regions, approximately bounded
31 geographically by the tropics of Cancer and Capricorn, but possibly
32 affected by other factors such as prevailing winds, containing native
33 species composition, structure, and ecological function, with a tree
34 canopy cover of more than ten percent over an area of at least 0.5
35 hectares. "Tropical forests" shall include all of the following: (i)
36 human-managed tropical forests or partially degraded tropical forests
37 that are regenerating; and (ii) forests identified by multi-objective
38 conservation based assessment methodologies, such as High Conservation
39 Value (HCV) areas, as defined by the HCV Resource Network, or High
40 Carbon Stock forests, as defined by the High Carbon Stock Approach, or
41 by another methodology with equivalent or higher standards that includes
42 primary forests and peatlands of any depth. "Tropical forests" shall not
43 include tree plantations of any type.

44 d. "Tropical wood products" shall mean any wood products, wholesale or
45 retail, in any form, including but not limited to plywood, veneer,
46 furniture, cabinets, paneling, siding, moldings, doors, doorskins, join-
47 ery, flooring or sawnwood, which are composed, in whole or in part, of
48 tropical hardwood [~~except plywood~~].

49 e. "Peat" means a soil that is rich in organic matter composed of
50 partially decomposed plant materials equal to or greater than 40 centi-
51 meters of the top 100 centimeters of the soil.

52 f. "Peatlands" means wetlands with a layer of peat made up of dead and
53 decaying plant material. Peatlands includes moors, bogs, mires, peat
54 swamp forests, and permafrost tundra.

1 g. "Secondary materials" means any material recovered from or other-
2 wise destined for the waste stream, including, but not limited to, post-
3 consumer material, industrial scrap material and overstock or obsolete
4 inventories from distributors, wholesalers and other companies but such
5 term does not include those materials and by-products generated from,
6 and commonly reused within, an original manufacturing process.

7 b. The provisions of paragraph a of this subdivision shall not apply
8 to:

9 (i) [~~Any hardwoods purchased from a sustained, managed forest, or~~
10 ~~(ii)~~] Any binding contractual obligations for purchase of commodities
11 entered into prior to August twenty-fifth, nineteen hundred ninety-one;
12 or

13 [~~(iii) The purchase of any tropical hardwood or tropical hardwood~~
14 ~~product for which there is no acceptable non-tropical hardwood species,~~
15 ~~or~~

16 ~~(iv) Where the contracting officer finds that no person or entity~~
17 ~~doing business in the state is capable of providing acceptable non-trop-~~
18 ~~ical hardwood species sufficient to meet the particular contract~~
19 ~~requirements, or~~

20 ~~(v)]~~ (ii) Where the inclusion or application of such provisions will
21 violate or be inconsistent with the terms or conditions of a grant,
22 subvention or contract in an agency of the United States or the
23 instructions of an authorized representative of any such agency with
24 respect to any such grant, subvention or contract[~~, or~~

25 ~~(vi) Where inclusion or application of such provisions results in a~~
26 ~~substantial cost increase to the state, government agency, political~~
27 ~~subdivision, public corporation or public benefit corporation].~~

28 § 4. Section 165 of the state finance law is amended by adding a new
29 subdivision 9 to read as follows:

30 9. Deforestation-free procurement. a. For purposes of this subdivi-
31 sion, the following definitions shall apply:

32 (i) "Contractor" means any person or entity that has a contract with a
33 state agency or state authority for public works or improvements to be
34 performed, for a franchise, concession or lease of property, for grant
35 monies or goods and services or supplies to be purchased at the expense
36 of the agency or authority or to be paid out of monies deposited in the
37 treasury or out of trust monies under the control or collected by the
38 agency or authority.

39 (ii) "Forest-risk commodity" means any commodity, excluding tropical
40 hardwood, whether in raw or processed form, that is commonly extracted
41 from, or grown, derived, harvested, reared, or produced on land where
42 tropical or boreal intact forest degradation or deforestation occurred.
43 Forest-risk commodities include palm oil, soy, beef, coffee, wood pulp,
44 paper, logs, lumber, and any additional commodities defined by the
45 commissioner of the office of general services pursuant to subparagraph
46 (i) of paragraph f of this subdivision.

47 (iii) "Free, prior, and informed consent" means the principle that a
48 community has the right to give or withhold its consent to proposed
49 developments that may affect the land and waters it legally or customar-
50 ily owns, occupies, or otherwise uses, as described in the United
51 Nations Declaration on the Rights of Indigenous Peoples, the Indigenous
52 and Tribal Peoples Convention of 1989, also known as the International
53 Labor Organization Convention 169, and other international instruments.
54 "Free, prior, and informed consent" means informed, noncoercive negoti-
55 ations between investors, companies, or governments, and indigenous
56 peoples and local communities, prior to project development.

1 (iv) "Large contractor" means any contractor whose annual revenue, or
2 that of their parent company, is equal to or greater than one billion
3 dollars.

4 (v) "Point-of-origin" means the geographical location, as identified
5 by the smallest administrative unit of land, where a commodity was
6 grown, derived, harvested, reared, or produced.

7 (vi) "Tropical or boreal intact forest degradation or deforestation"
8 means direct human-induced conversion of tropical or boreal forest to
9 agriculture, a tree plantation, or other non-forest land use, or severe
10 and sustained degradation of a tropical forest or a boreal forest
11 resulting in significant intact forest loss and/or a profound change in
12 species composition, structure, or ecological function of that forest.

13 (vii) "Boreal forest" means a forest growing in high-latitude environ-
14 ments where freezing temperatures occur for six to eight months and in
15 which trees are capable of reaching a minimum height of five meters and
16 a canopy cover of ten percent.

17 (viii) "Intact forest" means a forest that has never been industrially
18 logged and has developed following natural disturbances and under
19 natural processes, regardless of its age. Intact forests include forests
20 that have experienced non-industrial-scale human impacts, including
21 traditional or subsistence activities carried out by indigenous communi-
22 ties.

23 b. (i) Every contract entered into by a state agency or authority that
24 includes the procurement of any product comprised wholly or in part of a
25 forest-risk commodity shall require that the contractor certify that the
26 commodity furnished to the state pursuant to the contract was not
27 extracted from, grown, derived, harvested, reared, or produced on land
28 where tropical or boreal intact forest degradation or deforestation
29 occurred on or after January first, two thousand twenty-two. The
30 contractor shall agree to comply with this provision of the contract.

31 (ii) The contract shall specify that the contractor is required to
32 cooperate fully in providing reasonable access to the contractor's
33 records, documents, agents, employees, or premises if reasonably
34 required by authorized officials of the contracting agency or authority,
35 the office of general services, the office of the attorney general, or
36 the department of environmental conservation to determine the contrac-
37 tor's compliance with the requirements under subparagraph (i) of this
38 paragraph.

39 (iii) Contractors shall exercise due diligence in ensuring that their
40 subcontractors comply with the requirements under subparagraph (i) of
41 this paragraph. Contractors shall require each subcontractor to certify
42 that the subcontractor is in compliance with the requirements of subpar-
43 agraph (i) of this paragraph.

44 (iv) In addition to the requirements of subparagraphs (i), (ii), and
45 (iii) of this paragraph, large contractors subject to subparagraph (i)
46 of this paragraph must certify that they have adopted a no deforesta-
47 tion, no peat, no exploitation (NDPE) policy that complies with regu-
48 lations issued pursuant to subparagraph (vi) of paragraph f of this
49 subdivision. The adoption of an NDPE policy by a contractor, subcontrac-
50 tor, or supplier that is not a large contractor is not required by this
51 subparagraph but may be used to demonstrate compliance with subparagraph
52 (i) of this paragraph. Such NDPE policy and all corresponding data shall
53 be made publicly available, and shall contain at a minimum all of the
54 following:

1 A. Due diligence measures to identify the point-of-origin of forest-
2 risk commodities and ensure compliance with the policy where supply
3 chain risks are present.

4 B. Data detailing the complete list of direct and indirect suppliers
5 and supply chain traceability information, including refineries, proc-
6 essing plants, farms, and plantations, and their respective owners,
7 parent companies, and farmers, maps, and geo-locations, for each
8 forest-risk commodity found in products that may be furnished to the
9 state.

10 C. Measures taken to ensure the product does not contribute to trop-
11 ical or boreal intact forest degradation or deforestation.

12 D. Measures taken to ensure the free, prior, and informed consent of
13 directly affected indigenous peoples and local communities.

14 E. Measures taken to protect biodiversity and prevent the poaching of
15 endangered species in all operations and adjacent areas.

16 F. Measures taken to ensure compliance with the laws of countries
17 where forest-risk commodities in a company's supply chain were produced.

18 G. Measures to deter violence, threats, and harassment against envi-
19 ronmental human rights defenders (EHRDs), including respecting interna-
20 tionally recognized human rights standards, and educating employees,
21 contractors, and partners on the rights of EHRDs to express their views,
22 conduct peaceful protests, and criticize practices without intimidation
23 or retaliation.

24 (v) The provisions of subparagraph (i) of this paragraph shall not
25 apply when the inclusion or application of such provisions will violate
26 or be inconsistent with the terms or conditions of a grant, subvention
27 or contract with an agency of the United States or the instructions of
28 an authorized representative of any such agency with respect to any such
29 grant, subvention or contract.

30 c. (i) Any contractor contracting with the state who knew or should
31 have known that a product comprised wholly or in part of a forest-risk
32 commodity was furnished to the state in violation of paragraph b of this
33 subdivision, may, subject to subparagraph (ii) of paragraph b of this
34 subdivision, have either or both of the following sanctions imposed:

35 A. The contract under which the prohibited forest-risk commodity was
36 furnished may be voided at the option of the state agency or authority
37 to which the commodity was furnished.

38 B. The contractor may be assessed a penalty that shall be the greater
39 of one thousand dollars or an amount equaling twenty percent of the
40 value of the product that the state agency or authority demonstrates was
41 comprised wholly or in part of a forest-risk commodity and furnished to
42 the state in violation of paragraph b of this subdivision. A hearing or
43 opportunity to be heard shall be provided prior to the assessment of any
44 penalty.

45 (ii) Notwithstanding subparagraph (i) of this paragraph, a contractor
46 that has complied with the provisions of subparagraph (iii) of paragraph
47 b of this subdivision shall not be subject to sanctions for violations,
48 of which the contractor had no knowledge, of the requirements of para-
49 graph b of this subdivision that were committed solely by a subcontrac-
50 tor. Sanctions described under subparagraph (i) of this paragraph shall
51 instead be imposed against the subcontractor that committed the
52 violation.

53 d. (i) Any state agency or authority that investigates a complaint
54 against a contractor or subcontractor for violation of this subdivision
55 may limit its investigation to evaluating the information provided by

1 the person or entity submitting the complaint and the information
2 provided by the contractor or subcontractor.

3 (ii) Whenever a contracting officer of the contracting agency or
4 authority has reason to believe that the contractor failed to comply
5 with paragraph b of this subdivision, the agency or authority shall
6 refer the matter for investigation to the head of the agency or authori-
7 ty and, as the head of the agency or authority determines appropriate,
8 to either the office of general services, the office of the attorney
9 general, or the department of environmental conservation.

10 e. The commissioner of the office of general services shall issue
11 regulations for the implementation of this subdivision, including an
12 easily accessible procedure to take public complaints regarding
13 violations as well as, on or before July first, two thousand twenty-
14 three, in consultation with the commissioner of the department of envi-
15 ronmental conservation, issuing an informational notice or memorandum on
16 a Deforestation-Free Code of Conduct to be used by contractors for
17 purposes of complying with paragraph b of this subdivision. The Defores-
18 tation-Free Code of Conduct shall include, but is not limited to, all of
19 the following:

20 (i) A list of forest-risk commodities subject to the requirements of
21 this subdivision, including, but not limited to, palm oil, soy, beef,
22 coffee, wood pulp, paper, logs, and lumber. The list shall be reviewed
23 and updated every three years. When evaluating inclusion of additional
24 commodities in the list, the commissioner of the office of general
25 services shall consider the impact of the commodity as a driver of trop-
26 ical or boreal intact forest degradation or deforestation, the state of
27 existing supply chain transparency and traceability systems for the
28 commodity, and the feasibility of including the commodity in the
29 requirements of paragraph b of this subdivision.

30 (ii) A list of products derived wholly or in part from forest-risk
31 commodities.

32 (iii) A list of products furnished to the state or used by state
33 contractors in high-volume purchases that contain or are comprised whol-
34 ly or in part of forest-risk commodities.

35 (iv) A set of responsible sourcing guidelines and policies derived
36 from best practices in supply chain transparency to the point-of-origin.

37 (v) Guidance to assist contractors in identifying forest-risk commod-
38 ities in their supply chain and certifying that the commodity did not
39 contribute to tropical or boreal intact forest degradation or deforesta-
40 tion.

41 (vi) The full set of requirements for a contractor's no deforestation,
42 no peat, no exploitation policy pursuant to subparagraph (iv) of para-
43 graph b of this subdivision.

44 (vii) The process through which contractors shall certify to the
45 office of general services that they are in compliance with paragraph b
46 of this subdivision.

47 f. (i) The certification requirements set forth in this subdivision
48 shall not apply to a credit card purchase of goods of two thousand five
49 hundred dollars or less.

50 (ii) The total amount of goods exempted pursuant to subparagraph (i)
51 of this paragraph shall not exceed seven thousand five hundred dollars
52 per year for each contractor from which a state agency or authority is
53 purchasing goods by credit card. It shall be the responsibility of each
54 state agency to monitor the use of this exemption and adhere to these
55 restrictions on these purchases.

1 g. This subdivision shall apply to all contracts entered into,
2 extended, or renewed on or after January first, two thousand twenty-
3 four.

4 h. Commencing two years after the effective date of this subdivision
5 and biennially thereafter, the commissioner of the office of general
6 services shall issue a report to the governor, the temporary president
7 of the senate, and the speaker of the assembly, on the implementation of
8 this subdivision and subdivisions one and two of this section.

9 § 5. This act shall take effect immediately and shall apply to all
10 contracts and binding contractual obligations entered into on and after
11 such effective date.