

# STATE OF NEW YORK

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## IN SENATE

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

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	Priora copaifera	Cativo
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	Antiaris africana	Chenchen, <u>Antiaris</u>
14	<u>Couratari guianensis</u>	<u>Coco Blanco</u>
15	[ <del>Dalbergia</del> ] <u>Dalbergia</u>	
16	retusa	[ <del>Conebela</del> ] <u>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	Cordia spp.	<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	[ <del>Diospyros</del> ] <u>Diospyrus</u> spp.	<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>Freiijo, Cordia Wood</u>
34	<u>Chlorophora tinctoria</u>	<u>Fustic, Yellow Wood, Tatajuba</u>
35	[ <del>Aucoumes</del> ] <u>Aucoumea</u> klaineana	<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	Chlorophors excelsa	Iroko
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	Acacia koa	Koa
56	<u>Entandrophragma candollei</u>	<u>Kosipo, Omu</u>

1	<i>Pterygota macrocarpa</i>	Koto, <u>African Pterygota, Ware</u>
2	<u><i>Oxandra lanceolata</i></u>	<u>Lancewood</u>
3	<i>Shorea</i> spp. [ <del>negrosensis</del> ]	[ <del>Red</del> ] <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	[ <del>Pentacme contorta</del> ]	[ <del>White Lauan</del> ]
10	[ <del>Shorea pleyssprma</del> ]	[ <del>Tanguile</del> ]
11	<u><i>Nothofagus pumilio</i></u>	<u>Lenga</u>
12	<u><i>Guaiacum officinale</i></u>	<u>Lignum Vitae, Guayacan,</u>
13		<u>Ironwood</u>
14	<i>Terminalia superba</i>	<u>Limba, Afara, Ofram</u>
15	[ <del>Aniba duckei</del> ] <u><i>Aniba rosedora</i></u>	[ <del>Loure</del> ] <u>Brazilian</u>
16		<u>rosewood, pau rosa, bois</u>
17		<u>de rose</u>
18	<u><i>Nectandra</i> spp.</u>	<u>Louro Preto</u>
19	[ <del>Kyaya ivorensis</del> ] <u><i>Khaya</i> spp.</u>	[ <del>Africa</del> ] <u>African</u>
20		<u>Mahogany</u>
21	[ <del>Swietenia macrophylla</del> ]	[ <del>Amer. Mahogany</del> ]
22	<u><i>Swietenia</i> 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	<i>Tieghemella</i> [ <del>heckelii</del> ] <u><i>heckelii</i></u>	[ <del>Makora</del> ]
31		<u>Makore,</u>
32		<u>Baku</u>
33	<u><i>Diospyros marmorata</i></u>	<u>Marblewood, Zebra wood</u>
34	<u><i>Intsia bijuga, Intsia palembanica</i></u>	<u>Merbau, Ipil, Kwila</u>
35	<u><i>Anisoptera</i> spp.</u>	<u>Mersawa, Krabak, Palosapis</u>
36	<u><i>Mora excelsa</i></u>	<u>Mora</u>
37	<i>Distemonanthus benthamianus</i>	<u>Movingui, Ayan</u>
38	<u><i>Terminalia amazonia</i></u>	<u>Nargusta</u>
39	<u><i>Pterocarpus</i> spp.</u>	<u>Narra, Ambyna, Papua New Guinea</u>
40		<u>Rosewood, Red Sanders, Mukula,</u>
41		<u>Kosso, zitan, Hongmu</u>
42	<u><i>Palaequium</i> spp.</u>	<u>Nyatoh, Padang, Pencil Cedar</u>
43	<u><i>Triplochiton scleroxylon</i></u>	<u>Obeche, Samba</u>
44	<u><i>Nauclea diderrichii</i></u>	<u>Opepe, Sibö</u>
45	<i>Pterocarpus</i> [ <del>soyauxii</del> ] spp.	[ <del>African</del> ] <u>Padauk,</u>
46		<u>Vermillion Wood</u>
47	[ <del>Pterocarpus angolensis</del> ]	[ <del>Angola Padauk</del> ]
48	<u><i>Millettia stuhlmannii</i></u>	<u>Panga Panga</u>
49	<u><i>Balfourodendron riedelianum</i></u>	<u>Pau Marfim</u>
50	<i>Aspidosperma</i> spp.	<u>Peroba, Rosa</u>
51	<u><i>Paratecoma peroba</i></u>	<u>Peroba Branca</u>
52	<u><i>Dalbergia frutescens, D. tomentosa</i></u>	<u>Pinkwood, Brazilia Tulipwood</u>
53	<u><i>Tabebuia donnell-smithii</i></u>	<u>Prima Vera, Roble, Durango</u>
54	<i>Peltogyne</i> spp.	<u>Purpleheart</u>
55	<i>Gonystylus</i> 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	<del>[Shorea philippinensis]</del>	<del>[Sonora]</del>
14	<u>Juglans</u> spp. ( <u>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</u> spp.	<u>Virola, Cumala, Banak, Tapsava</u>
23	Millettia laurentii	Wenge
24	<u>Pentacme contorta</u>	<u>White Lauan</u>
25	Microberlinia [ <del>brazzavillensis</del> ]	Zebrawood,
26	<u>spp.</u>	<u>Zebrano, Zingana</u>

27 c. "Tropical [~~rain~~] forests" shall mean [~~any and all forests classifi-~~  
28 ~~ed 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.