

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 23045 - LIBRARY SUPPLIES (Statewide)
		Classification Codes: 14 & 44
Award Number	:	<u>01606</u> (Replaces Award 3181-G)
Contract Period	:	February 1, 2002 to January 31, 2008
Bid Opening Date	:	November 27, 2001 and Periodic Recruitment
Date of Issue	:	January 28, 2002 (Revised October 17, 2005)
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Lori L. Bahan Title : Purchasing Officer I Phone : 518-474-5535 Fax : 518-474-5052 E-mail : lori.bahan@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This award is for Library Supplies available from five library catalog houses.

EXECUTIVE ORDER NO. 127 (EO127):

The Office of General Services has determined that New York State Executive Order No. 127 (EO127) applies to this contract(s). Detailed information about the obligations under EO127 can be found on the OGS website at: <http://www.ogs.state.ny.us/legal/ExeOrder127/overview.asp>. Covered agencies and authorities must ensure compliance with EO127 for purchases in excess of \$15,000. The contract incorporates by reference, as though fully set forth in the contract, all requirements and obligations required by EO127.

PR # 01606

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC59861	BRODART CO. LIBRARY SUPPLIES DIVISION* Clinton County Industrial Park 100 North Rd. P.O. Box 300 McElhattan, PA 17748	888/820-4377 Order Desk Fax No. 800/283-6087 E-Mail: supplies@brodart.com Web Site: www.shopbrodart.com	232248758
*Remit to Address: Brodart Co. P.O. Box 3488 Williamsport, PA 17705			
**Order line/product information: Telephone 888/820-4377			
PC59006	DEMCO, INC.* 4810 Forest Run Rd. P.O. Box 7488 Madison, WI 53707-7488	800/356-1200 800/462-8709 Order Department Fax No. 888/329-4728 E-Mail: order@demco.com Website: www.demco.com	391311089
*Refer to No. C7A020 when placing orders			
PC59007	GAYLORD BROS., INC. P.O. Box 4901 Syracuse, NY 13221	800/448-6160 315/457-5070 Jerome Dubos Fax No. 800/891-5280 E-Mail: orders@gaylord.com Website: www.gaylord.com	571164294
PC59008	HIGHSMITH CO., INC.* W5527 Highway 106 Fort Atkinson, WI 53538	800/543-2180, Ext. 259 Lisa Heinen Fax No. 800/350-6236 E-Mail: lhein@highsmith.com Customer Service: E-Mail: service@highsmith.com Website: www.highsmith.com	390934921
*Refer to No. 124903 when placing orders.			
PC61296	VERNON LIBRARY SUPPLIES 2851 Cole Ct. Norcross, GA 30071	800/878-0253, Ext. 113 770/447-1128, Ext. 113 Francine Kersh Fax No. 800/466-1165 Fax No. 770/447-1165 E-Mail: sales@vernlib.com Website: www.vernlib.com	581605770

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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PRICE:

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Discounts awarded on shall remain the same or better for the entire contract period. Price revisions will be allowed based only on the issuance of the superseding issue of the contractor's nationally distributed catalog.

If an agency requires inside delivery, such as to an upper floor, it must clearly indicate on purchase order that inside delivery is required and the specific location where inside delivery is required to be made.

(Authorized users should use terminology such as "INSIDE DELIVERY TO ROOM _____ LOCATED ON _____ floor," etc., when inside delivery is required.) An agency may be charged additional inside delivery costs when inside delivery is required; agency will not be charged for delivery to building location since price is FOB destination; agency must be informed of the additional cost prior to delivery and agree to the additional charge. NOTE: If it is determined the contractor is charging excessive amounts for inside delivery, the State may seek reimbursement for such amounts, may remove the contractor from the list of eligible bidders, and may cancel the contract.

ABSTRACT

<u>CONTRACTOR</u>	<u>PERCENT DISCOUNT</u>
Brodart Co.	30%
Demco, Inc.	15% and 3%
Gaylord Brothers	18%
Highsmith Inc.	15%
Vernon Library Supplies	20% and 15% and 13% and 10%

CONTRACTORS

NOTE: Only the pages listed under "Inclusions" are covered by the contract. This is true for all of the Group 23045 contractors. The "Exclusions" column lists specific items that are excluded from the pages that are covered by the contract. In other words, if a page number does not appear in the "Inclusions" column, the items on it are not covered by the NYS contract. Purchases of items that appear on unlisted pages are open market purchases, not contract purchases. Agencies are advised to follow agency purchasing guidelines when purchasing from the open market.

CONTRACTOR: BRODART CO.

CONTRACT NO. PC59861

<u>Item No.</u>	<u>Product Category</u>	<u>Percent Discount</u>	<u>Pages (Inclusions)</u>	<u>Pages (Exclusions)</u>
1.	Book & Magazine Covers & Protection	30%	78-95, 97-109, 112-117, 119-120	95 Item Nos. 42-130-001, 42-130-002, 42-149-009, 42-382-001, 42-382-002, 42-382-003 109 Item Nos. 42-150-001, 42-150-009, 42-270-001, 42-271-001, 42-189-001, 42-189-002, 42-189-003, 42-189-004
2.	Circulation/Processing Systems & Supplies (Labels, Cards, Pockets, ID Cards)	30%	122-137, 139-149, 177-187, 189-200, 202-206, 210-212, 216-218	129 Item Nos. 30-704-001-30-704-004, 30-108-00-30-108-002, 30-815-001-30-815-004 147 Item Nos. 55-081-001, 55-082-001 183 Item Nos. 84-780-001, 84-785-001, 84-781-001, 84-784-001, 84-783-001, 84-782-001

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CONTRACTOR: BRODART CO. (Cont'd)

CONTRACT NO. PC59861

Item No.	Product Category	Percent Discount	Pages (Inclusions)	Pages (Exclusions)
3.	Book Maintenance & Repair/Tape	30%	156-158, 160-173	
4.	Archival Supplies	30%	16-68	25 Item Nos. 30-878-001, 30-878-002, 30-879-002 33 Item Nos. 40-433-001, 40-433-002 37 Item Nos. 83-868-001, 83-868-002 61 Item Nos. 63-157-001, 63-157-002, 63-157-101, 63-157-102, 63-157-201, 63-157-202
5.	Organizational Supplies & Signage (Shelving Accessories, Stack Organizers/Tabletop Easel Displays)	30%	342-346, 348-349, 360, 365-368, 388-401	368 Item Nos. 85-654-001, 85-655-001 400 Item No. 37-724-001
6.	Audiovisual Supplies	30%	234-247, 249-260	254 Item Nos. 84-230-001, 84-230-002, 83-406-001, 83-406-201 256 Item Nos. 63-980-001, 86-074-001, 86-074-002, 86-074-003, 86-074-004 260 Item Nos. 84-585-001, 83-857-001, 83-395-001
7.	Literature/Media Display & Storage	30%	495-505, 538-539	497 Item Nos. 85-295-001, 85-318-001 505 Item Nos. 28-192-001, 28-193-001, 28-194-001, 28-195-001
8.	Library Skills & Reading Promotions	30%	798-824, 830-834, 840-842	818 Item No. 23-212-001

Catalog: 2005 Brodart Library Supplies & Furnishings.

Accepts NYS Purchasing Card for orders up to \$10,000.00.

Accepts orders under \$100.00. Shipping costs would be added in accordance with the "Price" clause.

Guaranteed Delivery: 7-10 Days A/R/O – Custom Items: 2 - 3 Weeks A/R/O – Large Quantities: 30 Days A/R/O.

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CONTRACTOR: DEMCO, INC.

CONTRACT NO. PC59006

<u>Item No.</u>	<u>Products & Category</u>	<u>Percent Discount</u>	<u>Pages Inclusion</u>	<u>Pages Exclusions</u>
1.	Labels	15%	2-41	28, Item Nos. 1288877 & 1288879 29, Item No. 1281523 37, Item No. 1493069
2.	Material Flow Management (Book Trucks & Returns)	15%	42-46, 48-77 1034-1055	44, Item Nos. 1546211, 1546113, 1546212, 1546214, 1546110, 1546111 & 1546112 45, Item Nos. 1495315, 1495321 1495316, 1495323, 1495319, 1491722, 1491723, 1491724 & 1490474 1048, Item No. 1494938
3.	Book & Magazine Protection	15%	78-107	
4.	Book Care	15%	108-129	
5.	Archival	15%	130-149	
6.	AV Packaging	15%	150-192	190, Item Nos. 881316 & 881317
7.	Shelf Organization	15%	194-213	207, Item Nos. 880169 & 880170
8.	Arts & Crafts	15%	292-307	
9.	Learning Materials	3%	308-393, 395-398, 402-459	327, Item Nos. 1492673, 1492674, 1496893 & 1496894 446, Item No. 1531621 451, Item No. 880062
10.	AV Equipment	15%	860-913	
11.	Signage	15%	942-975	969, Item No. 1288800 973, Item No. 1495643

*Offering an additional 2 percent discount on purchases under product categories 1-8 and 10-11 for orders totaling \$500.00 or more after discounts have been applied.

Catalog: DEMCO 2005 Full Line Catalog.

In addition to the contract number, please refer to No. **C7A020** when placing orders.

Accepts NYS Purchasing Procurement Card for orders up to \$10,000.00.

Accepts orders under \$100.00. Shipping costs would be added in accordance with the "Price" clause.

Guaranteed Delivery: 10-30 Days A/R/O

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CONTRACTOR: GAYLORD BROS., INC.

CONTRACT NO. PC59007

Item No.	Product Category	Percent Discount	Pages (Inclusions)	Pages (Exclusions)
1.	Book Trucks & Returns	18%*	2-19	
2.	Traditional Supplies	18%*	22-105, 274-341	
3.	Security Supply	18%*	345, 347-349, 351-357, 380-389	
4.	Binders & Archival Supplies	18%*	104-271	
5.	AV Storage & Accessories	18%*	358-383, 396-402	
6.	Hanging Bag & Table Top Displayers	18%	530-535 565-566	
7.	Kids Supplies & Promotion	18%	876-887	

*Offering discounts up to 32%, depending on product line, for large volume orders. Telephone 800/469-1592, Extension 8257, or e-mail bids@gaylord.com

Catalog: Gaylord.Com 2005 Catalog.

Accepts NYS Purchasing Card for orders up to \$10,000.00.

Accepts orders under the minimum of \$100.00. Shipping costs would be added in accordance with the "Price" clause.

Guaranteed Delivery: 7-15 Days A/R/O

CONTRACTOR: HIGHSMITH CO., INC.

CONTRACT NO. PC59008

Item No.	Product Category	Percent Discount	Pages (Inclusions)	Pages (Exclusions)
1.	Bookends & Shelf Files	15%	5-18, 24	All items with an FOB point
2.	Publication Binders & Accessories	15%	19-23	(e.g., FOB WI, FOB OH, FOB TX)
3.	Acid-free & Archival Storage	15%	25-29	
4.	Book Care & Repair	15%	30-44	
5.	Book Tape	15%	45-53	
6.	Processing Supplies	15%	54-86	
7.	Circulation Supplies	15%	87-105, 112-117	
8.	Signs & Sign Holders	15%	120-134	
9.	Tabletop Displays	15%	204-211	
10.	Research & Library Skill Development	15%	314-331	
11.	Reading Promotional Materials	15%	332-377, 381	
12.	Giveaways & Gift Items	15%	378-380, 382	

Catalog: The Complete School & School Library Catalog L61 dated August 2004-July 2005.

In addition to the contract number, please refer to No. **124903** when placing orders.

Accepts NYS Purchasing Card for orders up to \$10,000.00

Honors orders under \$100.00. Shipping costs would be added in accordance with the "Price" clause.

Guaranteed Delivery: 15 Days A/R/O

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CONTRACTOR: VERNON LIBRARY SUPPLIES, INC.

CONTRACT NO. PC61296

Item No.	Product Category	Percent Discount	Pages (Inclusions)	Pages (Exclusions)
1.	Covering & Laminating	15%	6-14	
2.	Magazine Protection and Organization	15%	16-18	
3.	Book Repair	15%	19-24	
4.	Circulation Supplies	15%	25-27	
5.	Labeling & Label Protection	20%	31-44	33 - ColorMarq 36 - TAC1288, GP21STC 39 - LPS2000 43 - BTSTD, BTPRO
6.	Security Solutions	10%	63-72	
7.	Audio Visual Storage & Supplies	13%	73-87	
8.	Shelving & Accessories	13%	131-133	

Catalog: Vernon 2004 catalog.

Electronic Access Ordering is available. Contact contractor for details.

Accepts NYS Purchasing Card for orders up to \$10,000.00.

Accepts orders under \$100.00. Shipping costs would be added in accordance with the "Minimum Order" clause.

Guaranteed Delivery: 7-10 Working Days A/R/O

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

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

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

OVERLAPPING CONTRACT ITEMS:

Products available in this contract may also be available from other State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for this selection.

Please note that the following contract awards are available: Group 23000, Miscellaneous Office Supplies; Group 23033, Pens, Ballpoint Stick; Group 23037, Calendar Supplies; Group 23080, Pressure Sensitive, Laser and InkJet Labels, Unprinted; and Group 23100, School and Art supplies.

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NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us) under "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

These contracts may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

MINIMUM ORDER:

Minimum order is \$100.00 per contract.

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.

PERIODIC RECRUITMENT:

Additional vendors may be considered for award for contract begin dates starting one year from the contract award beginning date and at six-month intervals thereafter. Vendors may submit bids anytime after award for consideration for contracts beginning on the specified dates. Vendors shall be required to submit this original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under the same terms and conditions, with an additional requirement that the vendor provide five letters of endorsement from Group 23045 customer agencies and justification that the vendor is solely authorized to bid the catalog(s) offered. Once awarded a contract, a vendor may not resubmit a bid for future consideration.

DISCOUNTS:

The percentage discount offered to customer agencies may, at the contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount per category or item. Contractor's pricing structure during the term of the contract must be consistent with percentage discount(s) originally bid.

Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. Contractors may negotiate better pricing to customers either on an individual, district, or statewide basis anytime throughout the contract period.

Discounts for new items added to the contract must be in line or better than offered originally for similar products in the manufacturer's product line or for similar products in other manufacturers' product lines. Pricing for new items may not exceed the highest pricing format offered for a specific manufacturer's products. Contractors will be required, upon request, to provide justification for pricing for new products.

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ADDITIONAL DISCOUNTS:

Contractors may negotiate better pricing to customers either on an individual, district, or statewide basis anytime throughout the contract period.

CATALOGS:

The catalog in effect at the time of the bid opening may be provided throughout the contract period or may be superseded by the most current nationally distributed catalog. Prior approval by OGS is required.

At the contractor's option, sale catalogs, and flyers based on the general catalog, offering further price reductions, may be offered to customers. Prior approval by OGS will be required.

The contractor shall be required to provide at no charge, within 30 days of request during the first 30 days of the contract period, catalogs to all requesting customers. After the initial 30 days of the contract, additional catalogs, as requested, shall be provided within 10 calendar days.

EXCLUSIONS/ADDITIONS:

Furniture, office supplies, and computer hardware and peripherals are excluded. In addition, the State reserves the right to delete or add products before or after award in accordance with the original (or better) discount structure for that product category. Also, please refer to "Preferred Source Products" and "Overlapping Contract Items" clauses.

DELIVERY:

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

Product is required as soon as possible and guaranteed delivery may be considered in making award.

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 Office of General Services, Procurement

CONTRACT PERIOD & RENEWAL:

Either, the contractor or the State may unilaterally cancel the contract on a monthly basis any time after the initial six months by providing written notification to the other party. The minimum term of the contract shall be six months. Notification of cancellation must be received by the intended recipient at least two months prior to the requested date of cancellation. Cancellation will become effective the first of the month following the two-month notification. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

Discounts are firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bids, its specifications and subsequent contract award. Discount increases are permitted at any time.

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 thirty-six (36) 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.

CONTRACT MIGRATION:

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

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WARRANTIES:

See "Warranties" and "Year 2000 Warranty" in Appendix B, OGS General Specifications. Manufacturer's standard warranty period shall apply.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$30,000.00.

REPORT OF CONTRACT PURCHASES:

A quarterly report listing totals by the full list pricing and totals by the net sales pricing shall be submitted to the Office of General Services, Standards and Purchase Group, on or before the fifteenth of the month following each quarter of the contract period.

Provision of sales electronically is encouraged.

Additional related sales information, such as sales by agency, may be required and must be supplied upon request.

The report is to be submitted to the Office of General Services, Division of Purchasing, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the award and shall reference the commodity group number, the award number, contract number, sales period, and contractor's name.

Failure to submit the required report may be cause for contract cancellation and disqualification of contractor for future contracts

PREFERRED SOURCE PRODUCTS:

Section 162 of the State Finance Law requires that agencies afford first priority to the products of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products meet the form, function and utility of the agency. Some products in the resultant contract(s) may be available from one or more preferred sources. In the Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources.

Agencies Note: Some products in this contract may be available from one or more preferred sources.

Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products available from preferred sources which meet your form, function and utility.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

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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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