

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 23045 - LIBRARY SUPPLIES (Statewide)
		Classification Code(s): 14 & 44
Award Number	:	<u>21085</u> (Replaces Award 01606)
Contract Period	:	February 1, 2008 to January 31, 2014
Bid Opening Date	:	October 25, 2007
Date of Issue	:	January 24, 2008 (Revised June 3, 2013)
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 : Theresa Kuo Title : Contract Management Specialist 1 Phone : 518-474-0259 Fax : 518-486-6867 E-mail : Theresa.kuo@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

**The New York State Procurement values your input.
 Complete and return "Contract Performance Report" at end of document.**

Description

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

PR #21085

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR ID#</u>
PC63646	BRODART COMPANY 100 North Rd. Clinton County Industrial Park McElhattan, PA 17748	800/233-8467, Ext. 4338 570/769-3265 Lynda Pierce Fax No.: 800/578-1064 E-mail: supplies.quotes@brodart.com Website: www.shopbrodart.com	232248758 1000008909
PC63647	GAYLORD BROS., INC. PO Box 4901 Syracuse, NY 13221-4901	800/345-5330, Option 2 315/457-5070 Douglas Schoeck Fax No.: 800/891-5280 E-mail: doug.schoeck@gaylord.com Website: www.gaylord.com	571164294 1000009528
PC63648 SUSPENDED*	HIGHSMITH CO., INC. W5527 State Road 106 Po Box 800 Fort Atkinson, WI 53538-0800		
*This contract is suspended pending the processing of a contract assignment.			
PC63649	THE LIBRARY STORE, INC. 112 East South St. PO Box 964 Tremont, IL 61568	800/548-7204, Ext. 229 309/925-3923, Ext. 229 Tosha Landesz Fax No.: 800/320-7706 309/925-2452 E-mail: toshal@thelibrarystore.com Website: www.thelibrarystore.com	363251268 1000009195

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.

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RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The New York State Procurement 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).

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. Contractor's pricing structure during the term of the contract award must be consistent with percentage discount(s) originally bid. See "Discounts" and "Catalogs" clauses.

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.

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ABSTRACT

CONTRACTOR

Brodart Company
 Gaylord Brothers, Inc.
 The Library Store, Inc.

PERCENT DISCOUNT

30%
 18% - 25%
 10% - 15%

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 COMPANY

CONTRACT NO. PC63646

<u>Item No.</u>	<u>Product Category</u>	<u>Percent Discount</u>	<u>Pages (Inclusions)</u>	<u>Pages (Exclusions)</u>
1.	Magazine Covers & Protectors	30%	Pages 3-26	None
2.	Circulation, Processing Systems & Supplies (Labels, Cards, Pockets, ID Cards)	30%	Pages 85-88, 92-111 Pages 113-122, 147-150	Page 122 (#56953, #56853, #56952, #56852, #70371003
3.	Book Maintenance & Repair Tape	30%	Pages 33-44, 55	None
4.	Archival Supplies	30%	Pages A1-A32	None
5.	Organizational Supplies	30%	Pages 125-135, 224-235	None
6.	AV Supplies	30%	Pages 66-79	None
7.	Literature & Media Display	30%	Pages 207-219	None
8.	Library Skills & Reading Promotion	30%	Pages 348-364	None

Catalog: Brodart 2012 Library Supplies and Furnishings
 Accepts NYS Procurement Card for orders not to exceed \$5,000.00.
 Accepts purchase orders under \$100.00 (See “Minimum Order” clause).
 Guaranteed Delivery: 7-10 Days A/R/O; Custom Items 14-21 Days A/R/O

(continued)

CONTRACTOR: GAYLORD BROS. INC.

CONTRACT NO. PC63647

<u>Item No.</u>	<u>Product Category</u>	<u>Percent Discount</u>	<u>Pages (Inclusions)</u>	<u>Pages (Exclusions)</u>
1.	Book Trucks & Returns	18%	Pages 7-24 Pages 30-37, 315	Page 315 (RA-893029, RA893030, and RA-CLR53)
2.	Traditional Supplies	25%	Pages 38-144, 150-155, Pages 158-173, 312-314, Pages 322, 324-325, 327, Pages 330-335, 666-668, Pages 672-673, 676-681, Pages 686-687, 689-694, Pages 699-703, 708-725	Page 700 (RA-47-95 and RA-47-96)
3.	Security Supplies	18%	Pages 198, 201-202, Pages 202A - 203 Pages 204-205 Pages 210-211	Page 198 (RA-STL1A, RA-STL2A, and RA-STG1) Page 203 (RA-3M942 and RA-38943)
4.	Binders & Archival Supplies	20%	Pages 754-763,766-769 Pages 776-918	None
5.	AV Storage & Accessories	25%	Pages 174-197, 212-214, 655-659	Page 655 (RA-SWD6B-80)
6.	Hanging Bags & Table Display	25%	Pages 643-646, 657 Pages 670-671, 695-698	Page 671 (RA-SAR-1,RA-SAR-2, RA-SAR-3, and RA-SAR-4)
7.	Kids Supplies & Promotion	25%	Pages 280-308, 324	Page 324 (RA-TEDHB, RA-50-260, and RA-50-261)

Catalog: Gaylord 2012

Accepts NYS Purchasing Card for orders not to exceed \$15,000.00.

Accepts purchase orders under \$100.00 (See "Minimum Order" clause).

Guaranteed Delivery: 30 Days A/R/O, stock items will be shipped 24-48 hours A/R/O; special print items within 30 days A/R/O.

CONTRACTOR: THE LIBRARY STORE, INC.

CONTRACT NO. PC63649

<u>Item No.</u>	<u>Product Category</u>	<u>Percent Discount</u>	<u>Pages (Inclusions)</u>	<u>Pages (Exclusions)</u>
1.	Library Supplies	15%	Pages 8-89	None
2.	Library Automation	15%	Pages 100-111	None
3.	Audio Visual & Computer Supplies	15%	Pages 120-181	Pages 134-145,162-181
4.	Signage	15%	Pages 224-227, 230-238, Pages 240, 241	Pages 220, 229, 239, 242-245
5.	Displays	15%	Pages 247-248 Pages 250-276	Pages 249, 251-275, 278-279
6.	Reading Enhancement	15%	Pages 488-533	Page 523
7.	Library Promotion	15%	Pages 534-551	None
8.	Educational & Reference Materials	15%	Pages 552-565	None
9.	Classroom Supplies	15%	Pages 566-597	Page 570

Catalog: The Library Store, Inc. 2013

Accepts NYS Procurement Card for orders not to exceed \$15,000.00.

Accepts purchase orders under \$100.00 (See "Minimum Order" clause).

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

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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, New York State Procurement, 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.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

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

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York 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 the selection.

NYSPRO'S DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information:
<http://www.dec.state.ny.us/website/dshm/redrecy/c145home.html>.

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DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

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.ny.gov). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS New York State Procurement'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.

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.

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INDUSTRIAL FUNDING FEE

GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee". Where the NYS Discounted Price is based upon Contractor's approved GSA Supply Schedule, the State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites or volume discounts), as well as any other pricing or discount terms as are expressly enumerated in this Master Agreement, when calculating the NYS Discounted Price.

OGS reserves the right to require either that: the IFF is remitted directly to OGS with your "Report of Contract Purchases", or the state contract prices be reduced, by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, downward by the amount of the Industrial Funding Fee, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

The above funding fee requirement is also applicable to any other governmental pricing.

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.

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.

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(s) 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(s). 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 calendar days of request during the first 30 calendar days of the contract period, catalogs to all requesting customers. After the initial 30 calendar 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 is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

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, New York State Procurement.

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ESTIMATED QUANTITIES:

Each contract shall be for the quantities or dollar values actually ordered during the contract period. 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.

CONTRACT PERIOD AND RENEWAL:

It is the intention of the State to enter into a contract for a term of five (5) years. 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 contract award. Discount increases are permitted at any time.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

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 or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, 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.

WARRANTIES:

See "Warranties" 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 \$50,000.00.

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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 in Microsoft Excel 2003 or lower format 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/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the agency. Some products/services 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.

Contractors will be required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

Agencies Note: Some products/services 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/services available from preferred sources which meet your form, function and utility.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products 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 products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products 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, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242

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