

**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

<b>Title</b>	<b>:</b>	<b>Group 31807 - Flat Plastic Sheets (Primarily for Safety Glazing of Buildings) (Statewide)</b> <b>Classification Code(s): 13, 30</b>
<b>Award Number</b>	<b>:</b>	<b><u>19748</u></b> (Replaces Award 01794)
<b>Contract Period</b>	<b>:</b>	<b>April 15, 2005 to April 14, 2010</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>February 17, 2005</b>
<b>Date of Issue</b>	<b>:</b>	<b>March 31, 2005 (Revised April 14, 2008)</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name</b> : Ruth Rohloff <b>Title</b> : Purchasing Officer I <b>Phone</b> : 518-474-4576 <b>Fax</b> : 518-474-1160 <b>E-mail</b> : ruth.rohloff@ogs.state.ny.us	<b>Customer Services</b> <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : customer.services@ogs.state.ny.us

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

### Description

It is the intent of this notice of contract award to provide flat plastic sheets to be used as safetyglazing materials to all state and non-state agencies eligible to purchase from state contracts.

**PR # 19748**

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61648	Curbell Plastics Inc. 7 Cobham Drive Orchard Park, NY 14127	800/446-4624 x226 315/437-8461 x226 Chet Wisniewski Fax: 315/463-4165 E-mail: cwisniewski@curbellplastics.com Web Site: www.curbellplastics.com	203391129

\*Curbell Plastics Inc. accepts the NYS Purchasing Card for all orders up to \$10,000.00; has electronic access ordering (EDI) available. Curbell Plastics Inc. will not honor orders for less than the minimum order.

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.

(continued)

**NOTE TO AUTHORIZED USERS: (Cont'd)**

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 and technical service called for herein.

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

**GENERAL REQUIREMENTS:**

The flat plastic sheets (safety glazing materials) shall be installed by agency personnel.

All Flat Plastic Sheets offered shall be clear, available in industry standard sizes, and masked on both sides.

Furthermore, all flat plastic sheets conform to the following standards:

ANSI Z97.1-1994, "Glazing Materials Used in building, Safety Performance Specifications and Methods"

ANSI Z26.1-1973, or latest revision, "Safety Glazing Materials for Glazing Motor Vehicle"

New York State Business Law Article 25-B, effective July 1, 1973, "Use of Safety Glazing Materials"

ASTM D635-98, for Burning Rates

ASTM D1929-01, for Self-Ignition Temperatures

ASTM D2843-99, for Smoke Density Ratings

UL94, for Flammability Ratings

Shall comply with the three major building codes:

Basic Building Code - BOCA (Building Officials & Code Administrators)

Uniform Building Code - ICBO (International Congress of Building Officials)

Standard Building Code - SBCCI (Southern Building Code Congress International)

**NOTE:** Agency should, whenever possible, order by the case.

(continued)

ITEM DESCRIPTIONS:

ITEM #1 - ACRYLIC SHEETS (Continuously Manufactured Sheets):

Acrylic sheets shall be as follows: manufactured in a continuous sheet (not extruded), intended for general purpose glazing, unshrunk, masked on both sides, and furnished in industry standard sizes. The acrylic sheets shall be guaranteed against crazing for at least five (5) years of outdoor exposure. The sheets shall have a maximum burn rate of 1.2 inches per minute for 1/8" sheet thickness, as per ASTM D635-98.

	Price per Sheet				
	Number of Sheets per Case (shown in parentheses)				
	<u>Sheet Thickness</u>				
<u>Standard Nominal Size</u>	.100" (1/10") (± .007")	.125" (1/8") (± .007")	.187" (3/16") (± .010")	.250" (1/4") (± .030")	.375" (3/8") (± .021")
a. 48" x 96" (32 sq. ft.)	\$38.82 (14)	\$45.12 (11)	\$72.00 (7)	\$82.94 (6)	\$173.19 (4)
b. 63" x 100" (43.75 sq. ft.)	\$53.07 (12)	\$61.69 (9)	\$98.43 (6)	\$113.39 (5)	
c. 51" x 100" (35.42 sq. ft.)	\$42.96 (14)	\$49.94 (11)	\$79.69 (7)	\$91.81 (6)	
d. 60" x 96" (40 sq. ft.)	\$48.52 (12)	\$56.40 (9)	\$89.99 (6)	\$103.68 (5)	\$216.48 (3)
e. 72" x 96" (48 sq. ft.)	\$58.23 (10)	\$67.68 (8)	\$107.99 (5)	\$124.42 (4)	\$259.78 (3)
Price/Sq. Ft. for other available standard sizes:	\$1.21	\$1.41	\$2.25	\$2.59	\$5.41

Manufacturer: Cyro, Arkema, Plaskolite  
Product Name: Acrylite FF, Plexiglass, Optix  
Guaranteed Delivery: 5 Days A/R/O

(continued)

**ITEM #2 - GENERAL PURPOSE POLYCARBONATE SHEETS:**

Polycarbonate sheets shall be as follows: intended for general purpose glazing, flat, rigid, thermoplastic, guaranteed unbreakable, UV stabilized, masked on both sides, non-toxic when exposed to flames, UL972 rated for "Burglary-Resistant Glazing Materials", and furnished in industry standard sizes.

The polycarbonate sheet conform to the requirements of ASTM D3935-94 and ASTM D3801-00; and shall have UL94 flammability rating of V-0, V1 or V-2 (depending on thickness of sheet).

	Price per Sheet			
	Number of Sheets per Case (shown in parentheses)			
	<u>Sheet Thickness</u>			
	.125" (1/8") (± .007")	.187" (3/16") (± .010")	.250" (1/4") (± .030")	.375" (3/8") (± .021")
<u>Standard Nominal Size</u>				
a. 48" x 96" (32 sq. ft.)	\$84.93 (13)	\$124.75 (8)	\$146.98 (6)	\$270.73 (4)
b. 60" x 96" (40 sq. ft.)	\$106.17 (13)	\$155.93 (8)	\$183.72 (6)	\$338.41 (4)
c. 72" x 96" (48 sq. ft.)	\$127.40 (15)	\$187.12 (8)	\$220.47 (6)	\$406.09 (4)
Price/Sq. Ft. for other available standard sizes:	\$2.65	\$3.90	\$4.59	\$8.46

Manufacturer: Sheffield, Arkema  
Product Name: Makrolon, Tuffak  
Guaranteed Delivery: 5 Days A/R/O

**ITEM #3 - ABRASION/MAR RESISTANT (ONE SIDE) POLYCARBONATE SHEETS:**

Polycarbonate sheets shall be as described in Item #2, plus the following: shall have an abrasion/mar resistant coating on one side.

	Price per Sheet	
	Number of Sheets per Case (shown in parentheses)	
	<u>Sheet Thickness</u>	
	.125" (1/8") (± .007")	.250" (1/4") (± .014")
<u>Standard Nominal Size</u>		
a. 48" x 96" (32 sq. ft.)	\$186.79 (13)	\$252.15 (6)
b. 60" x 96" (40 sq. ft.)	\$233.49 (13)	\$315.19 (6)
c. 72" x 96" (48 sq. ft.)	\$280.18 (13)	\$378.22 (6)
Price/Sq. Ft. for other available standard sizes:	\$5.84	\$7.88

Manufacturer: Sheffield Plastics  
Product Name: Makrolon AR 1  
Guaranteed Delivery: 5 Days A/R/O

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ITEM #4 - ABRASION/MAR RESISTANT (TWO SIDES) POLYCARBONATE SHEETS:

Polycarbonate sheets shall be as described in Item #2, plus the following: shall have an abrasion/mar resistant coating on both sides.

	Price per Sheet	
	Number of Sheets per Case (shown in parentheses)	
<u>Standard Nominal Size</u>	<u>Sheet Thickness</u>	
	.125" (1/8") (± .007")	.250" (1/4") (± .014")
a. 48" x 96" (32 sq. ft.)	\$186.79 (13)	\$252.15 (6)
b. 60" x 96" (40 sq. ft.)	\$233.49 (13)	\$315.19 (6)
c. 72" x 96" (48 sq. ft.)	\$280.18 (13)	\$378.22 (6)
Price/Sq. Ft. for other available standard sizes:	\$5.84	\$7.88

Manufacturer: Sheffield Plastics, Arkema  
Product Name: Makrolon AR 2, Tuffak CM 2  
Guaranteed Delivery: 5 Days A/R/O

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in this contract. 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](http://www.ogs.state.ny.us)). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "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:**

Any contract resulting from this bid solicitation 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 \$125.00.  
Contractor will not honor orders for less than the minimum order.

**DELIVERY:**

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

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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, Procurement Services Group.

#### ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

Estimated total dollar amount of all contracts to be established for three zones is approximately \$150,000.00 with individual item value, expressed as a percentage as follows:

Item 1 - 30%, Item 2 - 45%, Item 3 - 10% and Item 4 - 15%.

#### CONTRACT PERIOD AND RENEWALS:

Prices are firm for one year at a time. Price escalation will be allowed as outlined below in the Price Adjustment clause. Price decreases or 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 additional period(s) not to exceed a total contract term of five (5) years.

#### PRICE ADJUSTMENT:

The price is subject to increase or decrease after each 12 month period of the contract. Price fluctuation shall be commensurate with the percentage of increase or decrease evident in the U. S. Bureau of Labor Statistics, Producer Price Indexes for "Rubber & Plastic Products" "Unsupported plastic film/sheet/other shapes" as compared to the level in effect at the time of the bid opening. (For example, if the PPI for May 2005 is 181.1 and May 2006 is 184.9,  $181.1 \text{ minus } 184.9 = 3.8$ ,  $3.8 \text{ divided by } 181.1 \text{ equals } 2.1\%$ . The price adjustment can be no higher than 2.1%). In the event a contract renewal, the State will consider an additional price adjustment on the same basis as above.

#### 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.

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INFORMATION TO BE FURNISHED TO AGENCIES UPON REQUEST:

The contractor shall furnish promptly upon request from any agency, without charge, the following:

1. Manufacturer's product data sheet for the item(s).
2. Manufacturer's instructions for glazing, cutting, installing, maintenance, storage, cleaning and care of product.
3. Manufacturer's sealant instructions for use in new construction, remedial service and maintenance.
4. Manufacturer's guarantee against breakage for plastic sheets offered. This guarantee shall also be furnished with each delivery of such material.
5. Square foot converter chart for converting dimensions in inches to sq. ft. total area.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

EMERGENCY PURCHASING:

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

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**"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.

**GUARANTEE OF POLYCARBONATE SHEET:**

In the event a polycarbonate sheet, when used for glazing, becomes broken during the three year guarantee period (from date of delivery), the contractor will furnish a replacement sheet to the Agency without any cost to the State.

**TECHNICAL SERVICE:**

The contractor or contractor's distributor will furnish technical assistance upon request from any Agency either by phone, letter or if necessary visit by a technical qualified representative to make an inspection of existing conditions; assist agency in selecting the right contract material in its proper thickness for a particular job, its proper application, installation, maintenance and cleaning to insure satisfactory performance.

**MARKING OF SAFETY GLAZING MATERIALS:**

Safety glazing materials will be legibly and permanently marked, in corner of each sheet, in conformance with ANSI Standard Z97.1-1984 CR1994 and the New York State Business Law Article 25-B "Use of Safety Glazing Materials", effective July 1, 1973.

The label shall identify the labeler whether manufacturer or distributor, nominal thickness, the type of safety glazing material and the fact that said material meets the test requirements of the American National Institute Standard ANSI Z97.1-1984 CR1994 or as may be amended.

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INFORMATION FOR AGENCIES AND POLITICAL SUBDIVISIONS:

The label must be legible and visible after installation. See N.Y.S. Business Law Article 25-B "Use of Safety Glazing Materials", effective July 1, 1973.

PURCHASE ORDER

Purchase Order must show complete delivery address such as street and number and/or highway number and/or distance to nearest municipality, which will expedite delivery. Receiving department and/or authorized person's name to receive delivery along with building number or job site location when applicable to insure that delivery is properly executed.

CUT-TO-SIZE

The plastic materials can be easily and neatly cut with a saw (see manufacturer's instruction sheet) by the Agency personnel and equipment at a savings in cost plus the probable use of the offal. However, in the event cut to size is required from the contractor or the agency will be cutting the sheet(s), the Agency will solicit the contractor's assistance to determine the best standard size sheet(s) for maximum yield at lowest possible cost to develop the required cut size(s) prior to issuing the purchase order. Should agencies require sheets to be cut, cutting charges, if any, are not a part of this contract.

SPECIAL SHAPE(S) & ROUND CORNERS AND DRILLED HOLES

This work is not a part of the contract and therefore such working charges should not appear on purchase order filed against the contract but rather handled as a separate transaction.

Damage observed on receipt of delivery, the Agency shall write on all receiving papers "damaged, subject to possible claim" including number, size and thickness of sheets involved before carrier's truck leaves the premises.

Agency must inspect sheets within 3 working days following delivery for concealed damage.

In both instances the Agency must make a phone report to contractor or distributor and confirm particulars by letter. Simultaneously the Agency will request by letter the replacement of the damaged sheet(s).

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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, 37<sup>th</sup> Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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