

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.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group 35202 - CHEMICAL LAW ENFORCEMENT DEVICES, ACCESSORIES & RELATED PRODUCTS (Statewide)
		Classification Code(s): 12 & 46
Award Number	:	<u>20876</u> (Replaces Award 02404)
Contract Period	:	October 12, 2007 through August 31, 2012
Bid Opening Date	:	June 28, 2007
Date of Issue	:	October 12, 2007 (Revised September 1, 2011)
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 : Neilene Rabideau Title : Purchasing Officer I Phone : 518-473-6518 Fax : 518-474-5052 E-mail : neilene.rabideau@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

This Contract Award Notification provides contracts for various brands of chemical law enforcement products such as "CS", "CN", and "OC" gases for riot and crowd control, personal defense, and tactical deployment. Also included are flash, sound, and smoke grenades and all products associated with the use and deployment of the gases and grenades.

PR #20876-T

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63486	COMBINED SYSTEMS, INC. d/b/a COMBINED TACTICAL SYSTEM 388 Kinsman Rd. Jamestown, PA 16134	888-989-7800 724-932-2177, Ext. 129 Ms. Kristal Starcher Fax No.: 724-932-2166 E-mail: kristal@combinedsystems.com Web: www.combinedsystems.com	133064673 <u>NYS Vendor #</u> 1000006290
PC63487 SB	NEW YORK POLICE SUPPLY, INC. 1460 Ridge Road E. Rochester, NY 14621	800-262-2832 585-467-1370 Mr. Michael Cohn Fax No.: 585-467-2870 E-mail: nyps@frontiernet.net	161301974 <u>NYS Vendor #</u> 1000008015
PC63488	PROFESSIONAL SECURITY CORP. d/b/a PERSONAL SAFETY CORP. 5300 North Park Place Cedar Rapids, IA 52402 DISC: 2% - 30 Days	800-373-3307, Ext. 250 319-373-4713, Ext. 250 Mr. Dick Olson Fax No.: 319-373-4716 E-mail: dickolson@psc.nu Web: www.yoursafetystore.com	421450578 <u>NYS Vendor #</u> 1000044850
PC63489	RELIAPON POLICE PRODUCTS, INC. 3112 Seaborg Ave., Ste. #C Ventura, CA 93003-7648 DISC: 1/2 of 1% - 15 Days 1/4 of 1% - 30 Days	888-263-4482 805-289-0145 Mr. Vincent Zucchero Fax No.: 888-735-4276 805-289-0149 E-mail: sales@reliapon.com Web: www.reliapon.com	770489590 <u>NYS Vendor #</u> 1000045168
PC63485	SAFARILAND, LLC 13386 International Pkwy. Jacksonville, FL 32218	800-428-0588 904-741-1739 Ms. Patricia Coppedge Fax No.: 904-741-4792 E-mail: patricia.coppedge@baesystems.com Web: www.safariland.com	592044869 <u>NYS Vendor #</u> 1000009562
PC63490	SECURITY EQUIPMENT CORP. 747 Sun Park Drive Fenton, MO 63026	800-325-9568 636-343-0200 Mr. Robert Nance Fax No: 636-343-1318 E-mail: rnance@sabre-sabrered.com Web: www.sabrered.com	431080928 <u>NYS Vendor #</u> 1000009342

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.)**

(continued)

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.

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).

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the bid solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

General - Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State including unloading at armory or quartermaster.

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

Price List Changes - Price lists submitted with bid must remain in effect through December 1, 2007. Thereafter, new price lists will be considered when nationally published by the manufacturer in its normal manner. The contractor may request a price list revision by submitting three copies of each price list to the Office of General Services at no charge. Price lists will be reviewed for reasonableness and if compliant, OGS will approve and issue a Purchasing Memorandum notifying contract users of update.

Pending approval from OGS, updates (additions and deletions) to a contractor's price schedule may be made, and will become a part of the contract, whenever made by the manufacturer. All additions included in the contract will use either the bidder's original discount or a higher discount, if offered. This office (Procurement Services Group, Office of General Services) must be notified, as stated above, to process the approval and make proper notification so orders and payments will not be delayed. Contractors are urged to allow at least 30 days for price list approvals.

Contractors shall provide using agencies with current approved catalogs/price lists or appropriate portions thereof upon request at no charge. Any items/products/categories in the price list not awarded by OGS must be removed, blacked out, etc. before being supplied to contract user.

(continued)

PRICE: (Cont'd)

Discount - Discounts are expressed as percent discount from a nationally published price list in effect at the time of award.

Contractors are to identify, if more than one price column is listed, to which column discount should be applied.

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

Unworkable Price Structure - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

Best and Final Price - Agencies may request better net prices for large orders (e.g., orders for over \$10,000) or when market conditions warrant.

SPECIAL ORDERING INSTRUCTIONS:

The following contractors offer Electronic Access Ordering (EDI):

Professional Security Corporation d/b/a Professional Security Corporation
Reliapon Police Products, Inc.

Agencies are encouraged to utilize EDI capabilities. Please contact the contractor for specific information regarding electronic ordering.

Acceptance of New York State Procurement Card for Orders up to \$10,000.00

<u>Contractor</u>	<u>Yes/No</u>	<u>Additional Discount for Purchases made with Card</u>
Combined Systems, Inc.	No	N/A
New York Police Supply, Inc.	No	N/A
Professional Security Corp.	Yes	3%
*Reliapon Police Products, Inc.	Yes	0%
Safariland, LLC	No	N/A
Security Equipment Corporation	No	N/A

*Contractor has indicated that they will accept the NYS Procurement Card for orders up to \$2,500.00.

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<u>Item No.</u>	<u>Description</u>	<u>% Discount from Price List</u>	<u>Catalog / Price List Identification (including Date)</u>
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1. Combined Tactical Systems **Agency Price List 3/1/11**

Purchases up to 2,500 List Price:	35%
Purchases up to 2,501 - 5,000 List Price:	35%
Purchases up to 5,001 - 10,000 List Price:	35%

Delivery: 30 Days ARO

Combined Systems, Inc. d/b/a Combined Tactical System has authorized the following distributors for the purposes of this contract:

Applied Tactical Technologies **FED.IDENT.#**
171-D Eads St. 113262250
West Babylon, NY 11704 **NYS Vendor #**
Contact: John Parmerton 1000034176
Phone: 800-223-1204
Fax: 877-839-4265
Email: john@att-tactical.com

New York Police Supply, Inc. **FED.IDENT.#**
1460 Ridge Rd. East 161301974
Rochester, NY 14621 **NYS Vendor #**
Contact: Michael Cohn 1000008015
Phone: 585-467-1370
Fax: 585-467-2870

Rosen's Uniforms **FED.IDENT.#**
230 Central Ave 141511288
Albany, NY 12206 **NYS Vendor #**
Contact: Adrienne Scherzer 1000006780
Phone: 518-434-1376
Fax: 518-434-6274
Email: a@rosensuniforms.com
Web: www.rosensuniforms.com

CONTRACTOR, ITEM 1: COMBINED SYSTEMS, INC.

2. Defense Technology Corporation of America **Defense Technology Price List 7/1/2010**

Purchases up to 2,500 List Price:	25%
Purchases up to 2,501 - 5,000 List Price:	30%
Purchases up to 5,001 - 10,000 List Price:	35%

Delivery: 30 Days ARO

Safariland, LLC has authorized the following service centers for the purposes of this contract:

For the Defense Technology Full Line:

Safety League, Inc. **FED.IDENT.#**
d/b/a Atlantic Tactical 232082171
72-25 Queens Blvd. **NYS Vendor #**
Woodside, NY 11377 1100007949
Phone: 800-781-2677
Fax: 717-774-4463
Contact: Sean Conville
Email: sconville@atlantictactical.com

United Uniforms Company, Inc. **FED.IDENT.#**
495 North French Road 160875138
Buffalo, NY 14228 **NYS Vendor #**
Phone: 716-691-4400 1000007567
Fax: 716-691-1406
Contact: Josh Muskat
Email: josh@uniteduniform.com
Website: www.uniteduniform.com

CONTRACTOR, ITEM 2: SAFARILAND, LLC

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<u>Item No.</u>	<u>Description</u>	<u>% Discount from Price List</u>	<u>Catalog / Price List Identification (including Date)</u>
3.	Aerko International		Aerko International May 1, 2007
	Purchases up to 2,500 List Price:	40%	
	Purchases up to 2,501 – 5,000 List Price:	42%	
	Purchases up to 5,001 – 10,000 List Price:	45%	

Delivery: 21 Days ARO

CONTRACTOR, ITEM 3: NEW YORK POLICE SUPPLY, INC.

4.	Reliapon		2004 Retail Price List 1/01/07
	Purchases up to 2,500 List Price:	30%	
	Purchases up to 2,501 – 5,000 List Price:	30%	
	Purchases up to 5,001 – 10,000 List Price:	30%	

Delivery: 14 Days ARO

CONTRACTOR, ITEM 4: RELIAPON POLICE PRODUCTS, INC.

5.	Security Equipment Corp. / SABRE		2011 Retail Price List
	Purchases up to 2,500 List Price:	36%	
	Purchases up to 2,501 – 5,000 List Price:	38%	
	Purchases up to 5,001 – 10,000 List Price:	40%	

Delivery: 30 Days ARO

Security Equipment Corporation has authorized the following distributors for the purposes of this contract:

Promark International 720 Montauk Highway Copiague, NY 11726 Phone: 516-795-6543 Fax: 631-226-1259 Contact: Mr. Ken Battcher 1-800-645-4443	<u>FED.IDENT.#</u> 113303452 <u>NYS Vendor #</u> 1000012205	Rosen's Uniform Center 230 Central Avenue Albany, NY 12206 Phone: 518-434-1376 Fax: 518-434-6274 Contact: Ms. Adrienne Scherzer	<u>FED.IDENT.#</u> 141511288 <u>NYS Vendor #</u> 1000006780
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Amchar Wholesale, Inc. 100 Airpark Dr. Rochester, NY 14624 Phone: 585-328-3951 Fax: 585-328-3749 Contact: Mr. Tony DiChario, Jr.	<u>FED.IDENT.#</u> 161374334 <u>NYS Vendor #</u> 1000008113
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CONTRACTOR, ITEM 5: SECURITY EQUIPMENT CORP./SABRE

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6. Professional Security Corp. d/b/a Personal Safety Corp.	Pepper Enforcement Price List 1/01/07
Purchases up to 2,500 List Price:	30%
Purchases up to 2,501 – 5,000 List Price:	33%
Purchases up to 5,001 – 10,000 List Price:	35%

Delivery: 20 Days ARO

CONTRACTOR, ITEM 6: PROFESSIONAL SECURITY CORP. D/B/A PERSONAL SAFETY CORP.

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.

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.

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.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG'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).

DELIVERY:

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

Shipping Dates And Delivery Time -

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order and shall also provide anticipated shipping date.

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(DELIVERY Continued)

- If shipment will not be made within the delivery time, the contractor is required to notify the agency in writing. This notification must include the reasons for the delay and a revised anticipated ship date. Should the delay not be acceptable to the using agency, appropriate contract default proceedings may be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.
- All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

GUARANTEE:

The contractor guarantees that the equipment offered is new equipment. Every unit delivered must be guaranteed against faulty material and workmanship for not less than a period of one (1) year. If, during this period, such faults develop, the unit or part affected is to be replaced without any cost to the State including any charges for parts, labor and transportation. Any additional warranty generally offered by the manufacturers shall become part of the contract.

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.

EXTENSION OF USE:

This award 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.

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 Procurement Services Group's Customer Services at 518-474-6717.

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INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total \$ Value</u>
					\$
				Grand Total	\$

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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. 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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SURETY BOND:

At any time upon the request of the Office of General Services, the contractor shall, within 15 days of request and at its own cost and expense, obtain and maintain in full force and effect for sixty days after contract expiration:

- an irrevocable documentary **LETTER OF CREDIT** with a sound and reputable bank authorized to do business in the State of New York, OR
- a **PERFORMANCE BOND** signed by a surety company authorized to do business in the State of New York, OR
- a **PAYMENT BOND** signed by a surety company authorized to do business in the State of New York,

in the amount of \$50,000.00 for the faithful performance of the contract. The **LETTER OF CREDIT, PERFORMANCE BOND, PAYMENT BOND**, etc., shall name as beneficiary the State of New York, Office of General Services, and may be invoked to the benefit of the State of New York, Office of General Services, upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the State of New York.

"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.

RECALLS:

The contractor must immediately notify the Office of General Services, Procurement Services Group of any recalls pertaining to contract items.

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PURCHASE ORDERS AND INVOICING:

General – All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges.

Orders Involving Price Lists – Purchase orders are to include the following information when product is purchased from a price list:

- The name, number and date of the price list.
- Product description.
- Product code/manufacturer number.
- Full List Price/MSRP for each product/option/accessory.
- Discount or price factor as applicable.
- Calculation of net, contract price.
- Specific designation of special price which may be better than the application of the contract discount or price factor.

Invoices - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number
- Line Item breakdown of all charges

Failure to comply may result in lengthy payment delays.

REGULATION/CERTIFICATION:

All products offered shall comply with all Federal, State and Local regulations and shall carry any and all certifications required.

(continued)

**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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