

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 38625 - Plastic Pavement Marking Materials (Statewide)
		Classification Code: 31
Award Number	:	20867
Contract Period	:	September 4, 2007 to December 31, 2010
Bid Opening Date	:	May 1, 2007
Date of Issue	:	September 4, 2007
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 : James E. Malone Title : Purchasing Officer 1 Phone : 518-473-2428 Fax : 518-474-8676 E-mail : James.Malone@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 establishes a comprehensive multiple manufacturer's product line contract for procurement of pavement marking material, including Preformed Letters & Symbols, Extruded Thermoplastic and Reflective Tapes designed for fast, efficient application directly to paved roads and highways. They are used to give the motorist directional informational signs to assist in the safe efficient flow of traffic on streets, roads and highways across the State for the safety of the traveling public. This contract may be utilized by New York State agencies, towns, cities, and others authorized by law.

PR # 20867

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63279	3M Company 3M Center - Building 225-5S-0 Box 33225 St. Paul, MN 55133-3225	(800) 553-1380 (ext 2)- Toll Free (800) 246-9793 - Toll Free Fax Perry M. Canniff tbidgroup@mmm.com www.3m.com	410417775

3M Company accepts the N. Y. S. Procurement Card for purchases up to \$10,000.
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	EE*	Energy Efficient
RM	Remanufactured	E	EPA Energy Star
SW	Solid Waste Impact	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:

General - Price includes all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including dock delivery and tailgating of load.

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

Discounts - Prices are from list from the manufacturer's nationally published Retail Price List.

Discount rates bid are generally in effect for the entire contract period. Decreases of the discount rates bid will not be allowed at any time. However, discount rates may be increased at the contractors' option on either an individual order or long term basis at any time. In the event of a long term increase in the discount rate, the Purchasing Officer should be notified as to the discount rate and duration.

Price lists submitted with the bid are to remain in effect until November 30, 2007. After that time contractor may submit new retail price lists when they **normally** are published. Effective date of new price lists will be when they have been **reviewed and approved by OGS and a notification to participating agencies is published on the OGS website**. Review will include a comparison with market trends at the time of the submission verses those at the time of the bid opening and may include research data collected and published by both private sector and public sector agencies and services. Should new submissions be found to be not reasonable, contractor may submit a revision upon notification. Contractor shall submit new price lists prior to publishing date if possible.

If a situation exists where the contractor sells product to the public at large with pricing that is lower than the application of the bid/contract discount to the full list price, then the price that is charged to the public at large should be charged to contract participants. This should be clearly shown on the invoice as a "Special Value", or as "Lower Than Application of Discounts to Full List Price", or by some other phrase or identifying designation.

Minimum Order - shall be individually based upon the package quantity listed by the manufacturer for any individual product in the submitted catalog

Fuel Surcharge - The State will consider the implementation of a fuel surcharge as a result of national or worldwide situations. The contractor may submit a request for a reasonable fuel surcharge semi-annually October 1 and April 1 starting in 2008. The fuel surcharge shall be equal to or less than the charge imposed by the freight carriers. The request must be accompanied by freight invoices, which show the amount paid to the freight company. The surcharge shall become effective when it is approved by OGS and posted to the website

Government Mandated Program Adjustment -An adjustment in product and/or price may be permitted if a government mandated program, such as a new Federal Highway Administration Specification Standards, take effect and suitable documentation is furnished to the State and the State determines the requested change is verifiable and is reasonable. Replacement product would be subject to NYS Department of Transportation testing and approval. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the PPI.

Catalog Instructions - The catalog should be inclusive of replacement parts and products which may be necessary for field service as well as including options and additional accessories that are available for Type A Sign Posts.

Pricing Updates - The contractor's referenced manufacturer's nationally published price lists may be updated at anytime after October 31, 2007, whenever issued by the manufacturer in the normal manner. It is the contractor's responsibility to inform the OGS Purchasing Officer in a timely manner of any changes.

(continued)

PRICE: (Cont'd)

Inclusion of New Products - New products added to the manufacturer's catalog may be accepted after review and approval by OGS Procurement Services Group when they are introduced. In the event new products are announced during the contract period, contractor agrees to furnish in triplicate any catalog amendment showing list and net prices at which new products may be purchased. These new items placed on the market during the contract period are to be offered at the percentage discount rate that has been previously bid.

It is the contractor's responsibility to inform the OGS Purchasing Officer of any new products in a timely manner. A Purchasing Memorandum notification from OGS to participating agencies will be published to announce any changes in the catalog, and said changes become effective on the date of memorandum publication.

Discontinuation of Catalog Item - Contractor shall notify the Purchasing Officer, in a timely fashion of any discontinuation of items covered by the catalog. The notification should include the date of loss of availability and the current inventory level for the product. If there is a catalog replacement for an item, the vendor shall follow the instructions of the previous paragraph and include it with their notification to the purchasing officer. The vendor shall provide with the notification, complete information on the replacement product including, but not limited to: a Specification List, Function and Feature list, and Comparison of Performance between the new and old product.

Items discontinued from production without replacement may have a Purchasing Memorandum issued to announce the discontinuation.

Unless otherwise specified, any substitution of product prior to approval by the Office of General Services may be cause for cancellation of contract.

Catalog Exclusions - The New York State Office of General Services Procurement Services Group reserves the right to delete award any of the products included in the contractor's catalog. Catalog may list products covered by other State contracts as well as those available from preferred sources. It is the obligation of the agencies to order from the appropriate source.
(See "Overlapping Contract Items" clause).

Update Publication - For both price list updates and new products, the contractor shall send three copies to the OGS Purchasing Officer. New pricing and new catalog products will not be effective until reviewed, approved and published by OGS. It is the contractor's responsibility to inform OGS in a timely manner of these changes.

In all situations, a Purchasing Memorandum notification from OGS to participating agencies will be published to announce any changes in the catalog, and said changes become effective on the date of memorandum publication.

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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.

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
 - Should not be something that is “unique” to dealer or distributor.
 - Should be something that can be tracked by a third party.
 - Preferably a manufacturer’s code or identifying number.
- Line item breakdown of all charges:
- Line item breakdown of any deletion:

Failure to comply may result in lengthy payment delays.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

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.

DELIVERY:

General - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). Product will be required as soon as possible by an agency issuing a purchase order. (Note that the 30 day delivery provision of Appendix B, Section 45 - PRODUCT DELIVERY is modified by this part of “DELIVERY”.)

Purchase Order Instructions - 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. (SEE ALSO: SEPARATE CLAUSE ON “PURCHASE ORDERS AND INVOICES”).

Shipping Dates And Delivery Time -

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order which will include an anticipated shipping date of each order.
- If shipment will not be made within the delivery time, the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the product will be shipped. Should the delay not be acceptable to the using agency, appropriate contract default proceedings will 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.

Delivery Condition - Contractor shall be responsible to make no shipment of the product that will be exposed to conditions during transit, detrimental to the product. Product must be delivered strictly in accordance with specifications and shall be "Ready for Use."

Delivery Certification - Contractor shall secure a signed receipt from agency certifying to delivery of product. In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

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ITEMS BID:

Item 1:		
Single Catalog w/Multiple Product Line Discounts		
Catalog Identification:	3m Traffic Safety Systems Division 2-1-2007	
Price List Identification:	3m Traffic Safety Systems Division 2-1-2007	Discount Rate from List
	Description	
	A380IES - 3M™ Stamark™ High Performance Tape	7.68%
	A380I-5ES/A380WR5-ES Series - 3M Stamark High Performance Contrast Tape	7.68%
	L270ES Series - 3M Stamark Pavement Marking Tape (Linered)	7.68%
	A270ES - 3M™Stamark™ Pavement Marking Tape	19.92%
	5730 - 3M™ Stamark™ Pavement Marking Tape	59.75%
	380WRES - 3M™ Stamark™ High Performance Wet Reflective Tape	7.68%
	A750/51- 3M Stamark Wet Reflective Removable Tape	9.09%
	A780/81 -3M Stamark™ Wet Reflective Removable Tape	25.00%
	A820 - 3M Stamark Wet Reflective Tape	7.68%
Product Lines:	A145 - 3M Stamark™ Removable Black Line Mask Tape	10.85%
	L380I ES Series - 3M Stamark Symbols & Legends (Linered)	7.68%
	6330 SMS900 Series - 3M Stamark Symbols/Legends	10.00%
	L380WR-ES Series - 3M Stamark Symbols & Legends (Linered)	7.68%
	RPM190/98 (1 way) - 3M Snowplowable Raised Pavement Markers	27.27%
	RPM190/98 (2 way) - 3M Snowplowable Raised Pavement Markers	25.92%
	E-44 - 3M Stamark Contact Cement 1 Gallon	60.00%
	E-44 - 3M Stamark Contact Cement 5 Gallon	45.88%
	P50 - 3M Stamark Surface Preparation Adhesive - 1 Gallon	55.95%
	P50 - 3M Stamark Surface Preparation Adhesive - 5 Gallon	40.47%

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ITEMS BID (Cont'd):

Product Line		
Item 1:		
Single Catalog w/Multiple Product Line Discounts		
Catalog Identification:	3m Traffic Safety Systems Division 2-1-2007	
Price List Identification:	3m Traffic Safety Systems Division 2-1-2007	
Product Lines	Description	Discount Rate from List
	3981/3983 - 3M Reflective Sign Sheeting	8.47%
	3990 Series - 3M Reflective Sign Sheeting	15.51%
	3930/334/6-L/R Series - 3M High Intensity Prismatic Reflective Sign Sheeting	45.30%
	CW80 CW4/6-L/R Series - 3M Engineer Grade Work Zone Sheeting	28.57%
	4081/4083 Series -3M Reflective Sign Sheeting	33.89%
	4090 Series - 3M Diamond Grade DG3 Reflective Sheeting	32.75%
	4084 Series - 3M Diamond Grade Flourescent DG3 Reflective Sheeting	8.23%
	446 Series - 3M Diamond Grade DG3 Barricade Sheeting	32.75%
	3200 Series - 3M Engineer Grade Reflective Sheeting	32%
	3M Non Reflective Films	per Column D
	All other products	At Catalog List

Guaranteed Delivery:	10-15 Days ARO
Miniumum Order:	NONE
Warranty:	Varies per Product Line - Refer to Catalog
Cash Discounts	NONE
Additional Volume Discounts	NONE

Item 1 - Award to 3M Corporation, St. Paul MN

Additional Contact Information		
	Person for Expediting Orders:	Emergency /After Hours Contact
Name:	TSS Customer Service Department	Mike Downing
Title:	Customer Service Representative	Sales Representative
Telephone #:	(800) 553-1380	-
Toll Free Telephone #:	(800) 553-1380	-
Fax #:	(800) 591-9293	-
Cellu lar Phone #:	- n/a-	(518) 866-9169
E-Mail Address:	tnortheast@mmm.com	m-downing@mmm.com
Normal Business Hours:	Monday - Friday 8AM -to- 4:30 PM (E.S.T.)	
Distribution Center	Eastern Distribution Center	
Address	245 Salem Church Road	
City, State, Zip	Mechanicsburg, PA 17050	

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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.

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.

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 also "Contract Billings" in Appendix B, OGS General Specifications and separate clause above on "PURCHASE ORDERS AND INVOICING".

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.

NEW YORK STATE PROCUREMENT CARD:

The Contractors have indicated that they will accept the NYS Procurement Card for purchases up to \$10,000.00. See "Procurement Card" in Appendix B, OGS General Specifications.

OVERLAPPING CONTRACT ITEMS:

Products/services available in the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

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). 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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CONTRACT PERIOD AND EXTENSION/RENEWAL:

General - It is the intention of the State to enter into a contract for the term as stated on face page of this Contract Award Notification.

Short Term Extensions - 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 Renewal - 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(s) not to exceed a total contract term of five (5) years.

ESTIMATED QUANTITIES:

The historical dollar value of all contracts issued under previous awards was approximately \$500,000 annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. 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.

PERIODIC RECRUITMENT:

The State reserves the right to consider additional vendors beginning in April 2008 and at twelve month intervals thereafter during the course of the contract or at any time determined by the State to be in its best interest. Vendors shall be required to submit an 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 similar terms and conditions. Once awarded a contract, a vendor may not resubmit a bid for future consideration until the original bids have been evaluated and contracts awarded.

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.

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 the original contract.

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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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 \$100,000.

WARRANTIES:

See "Additional Warranties" in Appendix B, OGS General Specifications.

SAMPLES TO BE SUBMITTED BY CONTRACTOR:

The contractor may be required to submit samples. See "Samples" in Appendix B, OGS General Specifications.

OFFICE OF GENERAL SERVICES, SAMPLING AND TESTING:

The New York State Office of General Services, Procurement Services Group or the New York State Department of Transportation may monitor the contractor’s deliveries to State Agencies by random selection of field samples for testing by an independent laboratory.

“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.

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.

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.state.ny.us).

POOR PERFORMANCE:

Agencies should notify Procurement Services' Customer Services promptly if the contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the agency should also be reported to Customer Services:

Office of General Services	Tel: 518/474-6717
Procurement Services Group	Fax: 518/474-2437
Customer Services Coordination	E-mail: customer.services@ogs.state.ny.us
37th Floor Corning Tower	
Empire State Plaza	
Albany, NY 12242	

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PERFORMANCE REQUIREMENTS:

Price Lists and Catalogs - Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to all authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists. Fulfillment of any request must be made within 14 calendar days of the request.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists. Price lists provided to contract users under this contract should contain Net Prices reflecting the proper discounts for appropriate product lines.

Instruction of Personnel - Within five business days of delivery of product, upon request, the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is operated and operator maintained so as to perform to the full extent of its design capabilities. Agency shall designate personnel which are to receive instruction.

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 and diagrams, and maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

Discrepancies - The contractor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

Product Returns, Problem Product - Products returned because of quality problems, duplicated shipments, outdated product, etc., shall be picked up by the contractor at the contractor's expense, within five business days after notification with no restocking charge and shall be replaced with specified products or the agency shall be credited/refunded for the full purchase price.

Product Returns, Agency Error - Standard stock products ordered in error by agencies must be returned for credit within 15 days of receipt at the agencies' expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

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:

Item			Sold to Political Subdivisions and Others Authorized By Law		Sold to All State Agencies	
#	Description	Quantity Shipped	Buyer	Total Dollar Value Political Subs	Agency	Total Dollar Value State Agencies

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

(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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