

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

CONTRACT AWARD NOTIFICATION

Title	: Group 12000 – LABORATORY SUPPLIES AND EQUIPMENT (Statewide) Classification Code(s): 10, 12, 41, 42, 46
Award Number	: 21132 (Replaces Award 11760)
Contract Period	: June 1, 2008 – May 31, 2014
Bid Opening Date	: February 19, 2008
Date of Issue	: June 4, 2008 (Revised July 3, 2013)
Specification Reference	: As Incorporated In The Invitation For Bids
Contractor Information	: Appears on Pages 2 & 3 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Todd Kayser Title : Contract Management Specialist Phone : 518-474-4501 Fax : 518-474-5052 E-mail : todd.kayser@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

Comprehensive, statewide, multiple award contracts for laboratory supplies and equipment.

PR #21132

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 #</u>
PC65119	CONSOLIDATED MACHINE CORP dba CONSOLIDATED STILLS & STERILIZERS 76 Ashford Street Boston, MA 02134	877-250-7500 617-782-6072 FAX: 617-787-5865 Katie Kenney Email: katie@consteril.com Website: www.consteril.com	042060296	1100010357
1% Cash Discount for payment within 15 days of delivery and/or receipt of voucher. .05% Cash Discount for payment within 30 days of delivery and/or receipt of voucher.				
PC63915	FISHER SCIENTIFIC COMPANY LLC 300 Industry Dr. Pittsburgh, PA 15275	800-766-7000 412-490-8300 Fisher Scientific Customer Service FAX: 800-926-1166 412-490-8900 EMAIL:brad.sanders@thermofisher.com Website: www.fishersci.com	232942737	1000008939
PC65121	HACH COMPANY 5600 Lindbergh Drive Loveland, CO 80538	970-669-3050, Ext. 6174 800-227-4224, Ext. 6174 Debbie Casale FAX: 970-461-3911 Email: bids@hach.com Website: www.hach.com	420704420	1000031751
PC63916	J & H BERGE, INC. 4111 South Clinton Avenue South Plainfield, NJ 07080	800-684-1234 x 137 908-561-1234 x 137 Robert D. Gardner FAX: 908-561-3002 EMAIL: rgardner@labmart.com Website: www.jhberge.com	135670140	1000006606
PC63917 SB	KRACKELER SCIENTIFIC, INC. 57 Broadway Albany, NY 12202	800-334-7725 518-462-4281, Ext. 129 Anthony R. Krackeler FAX: 518-462-6011 EMAIL: ark@krackeler.com Website: www.krackeler.com	141385672	1000013743
PC63918 SB	LABORATORY PRODUCTS SALES, INC. 1665 Buffalo Road Rochester, NY 14624	800-388-0166 585-247-4720, Ext. 22 Frank Meleca FAX: 585-247-6686 EMAIL: frank@lpsinc.com Website: www.lpsinc.com	161274974	1000007972

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<u>CONTRACT#</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>	<u>NYS Vendor #</u>
PC65122	QIAGEN, INC. 27220 Turnberry Lane Suite 200 Valencia, CA 91355-1005	661-702-3000 800-426-8157 Shelly Warmack FAX: 800-718-2056 Email: customercare@qiagen.com Website: www.qiagen.com	954141306	1000032929
PC65811	PANASONIC CORP. NORTH AMERICA 1300 Michael Drive Suite A Wood Dale, IL 60191	800-858-8442 630-694-8224 Stacey Cybulski FAX: 630-238-0074 EMAIL: scybulski@us.panasonic.com Website: www.panasonic.com/biomedical	362786846	1000009189
PC63921	SPECTRUM LABORATORY PRODUCTS, INC. 14422 South San Pedro Street Gardena, CA 90248	800-772-8786 x5508 Patty Decker FAX: 800-525-2299 EMAIL: pdecker@spectrumchemical.com Website: www.spectrumchemical.com	952750225	1000009815
PC63922	THOMAS SCIENTIFIC, INC. 1654 High Hill Road Swedesboro, NJ 08085	800-345-2100 856-467-2000 Ext 4622 Tim Tierney FAX: 800-345-5232 EMAIL: value@thomassci.com Website: www.thomassci.com	223336902	1000008836
PC63923	VWR INTERNATIONAL, LLC 100 Matsonford Rd. Radnor, PA 19087	800-932-5000 877-897-6377 Ext 192254 Beven Mercer FAX: 770-291-1238 EMAIL: beven_mercer@vwr.com Website: www.vwr.com	911319190	1000009766

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 NEW YORK STATE PROCUREMENT 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 NEW YORK STATE PROCUREMENT.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

(continued)

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 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 be net, F.O.B. destination any point in New York State as designated by the ordering entity and shall include tailgate delivery.

For furniture, chemicals (with Hazmat fees), and live specimens requiring special handling only - the shipping costs may be added to invoice with a copy of the freight bill. Shipping costs must be prepaid by the vendor and orders are to be shipped FOB Destination, tailgate delivery. Orders must be shipped via the most economical method for proper delivery of the product and customers must be informed beforehand of shipping costs.

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

NOTE: See "Discounts"- this bid requires that the pricing be submitted on disk in a specific format accompanying this bid document.

BEST PRICING OFFER:

Price decreases shall take effect automatically during the contract term and apply to orders submitted subsequent to the effective dates of applicable price decreases as follows:

1. Commercial Price List reductions: Where the NYS Net Prices are based on a discount from the contractor's list prices and the contractor lowers its pricing to its customers or to similarly situated government customers during the contract term; or

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2. Special Offers/Promotions - General: Where the contractor generally offers more advantageous special price promotions, or special discount pricing to customers during the contract term, and the maximum price or discount associated with such offer or promotion is better than the discount or price otherwise available under this contract, such better price or discount shall apply for similar quantity transaction for the life of the general offer or promotion.
3. Special Offers/ Promotions-Specific: Contractor may offer an Authorized User competitive pricing which is lower than the Net NYS Price set forth herein at any time during the contract period and such lower pricing shall not be applied as a global price reduction under the contract pursuant to the foregoing paragraph.

If an authorized user 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 authorized user may be charged additional inside delivery costs when inside delivery is required; authorized user will not be charged for delivery to building location since price is FOB destination; authorized user 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.

CONTRACT CHANGES:

Price lists submitted with a bid will be held firm for one year from the date of submission. Future requests for price list updates should be submitted on a yearly basis thereafter. Future price updates would then be on the yearly cycle. The contract prices may be subject to increase or decrease during the contract period in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount originally accepted for award should not be decreased during the contract period except in the following instance. *Discount reduction will not be generally allowed unless specific documentation from vendor is provided showing that they cannot support the discount on that equipment without undue hardship.* Reduction in discount from that originally accepted may result in deletion of item from award. Decision will be made on a case-by-case basis. Price decreases or discount increases are permitted and encouraged at any time.

New products will be considered for inclusion provided they are pertinent to the award description and offered to the State at the same terms and conditions as in the original bid and at pricing or discounts deemed to be reasonable and in the best interests of New York State. Price list additions may be made at the time of yearly contract update or made quarterly after the contract inception.

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Contractor:	Consolidated Machine Corp dba Consolidated Stills & Sterilizers
Catalog:	Consolidated Stills & Sterilizers
Applicable Pages:	All
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100 with no additional shipping charges.	
Volume Discounts: Additional 1% for 1 sterilizer per order, additional 2% for 2 sterilizers per order	
Orders should be directed to: Name: Katie Kenney Toll Free: 877-250-7500 Phone 617-782-6072 x 20 Fax: 617-787-5865 Email: Katie@consteril.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 90-120 days A/R/O for sterilizers	
Price List Available On Web: Yes	
Web Address: www.consteril.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-Th 8:00 a.m. to 6:00 p.m. and F 8:00 a.m. to 5:00 p.m., EST Name: Pete Conley Phone: 617-710-6729 Fax: 617-710-6729 Cell: 617-710-6729 Email: service@consteril.com	

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Contractor:	Fisher Scientific Company, L.L.C.
Catalog:	Fisher Scientific
Applicable Pages:	Per contract price list
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100 at no additional charge. Hazmat fee, if applicable, will be \$21.50.	
Volume Discounts: None offered	
Orders should be directed to: Name: Fisher Scientific Customer Service Toll Free: 800-766-7000 Fax: 800-926-1166	
Accepts NYS Procurement Card for orders not to exceed \$15,000: Yes and no additional discount offered	
Guaranteed Delivery: For items that are in stock at contractor's local warehouse at time of order entry, contractor can deliver most orders to State of NY customers the next day, if the order is placed prior to 2 P.M. Exceptions are certain DOT-regulated hazardous chemicals, backorders and items shipped direct from the manufacturer that may require additional shipping time.	
Price List Available On Web: Yes	
Web Address: www.fishersci.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 7:00 a.m. to 10:00 p.m. EST Name: Fisher Scientific Customer Service Toll Free: 800-766-7000 Fax: 800-926-1166 NOTE: After 10PM EST, calls will be forwarded to a special answering service contracted by Fisher. Once an emergency need is established, the answering service contacts a Fisher associate on the 24/7 emergency list. The Fisher on-call person will call back to follow up on the customer's request. If a shipment is required, Fisher will coordinate a call to the warehouse on-call personnel who will pick your order and ship via special carrier. The timeframe required to meet the emergency need is dependent on the availability of the item and its location within the Fisher system. If the item is stocked in the local warehouse, Fisher's warehouse may elect to use a local same-day delivery carrier that may be available in the caller's area.	

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Contractor:	Hach Company
Catalog:	Master Catalog
Applicable Pages:	All
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100 with no additional shipping charges.	
Volume Discounts: None offered	
Hazmat Fees: Not applicable	
Orders should be directed to: Name: Debbie Casale Toll Free: 800-227-4224, Ext. 6274 Phone: 970-669-3050, Ext. 6274 Fax: 970-461-3911 Email: bids@hach.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 30 Days A/R/O	
Price List Available On Web: No	
Web Address: www.hach.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 6:30 a.m. - 5:00 p.m. MST Name: Dominic Attardi Toll Free: 800-227-4224, Ext. 2187 Phone: 970-669-3050, Ext. 2187 Email: dattardi@hach.com	

Hach Company Authorized Manufacturer's Representatives (all orders are to be directed to the Hach Company):

North East Technical Sales (aka NETS)
171 Ruth Road
Harleysville, PA 19438
Phone: 215-513-1000
Fax: 215-513-2155
e-mail: sales@netchsales.com

Total Control Systems Services
8163 Boston State Road
Hamburg, NY 14075
Phone: 716-941-9510
Fax: 716-941-9511
e-mail: sales@marshmcbirney.com

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Contractor:	J & H Berge, Inc.
Catalog:	J & H Berge, Inc. 2007/2008 @ 22.37% The Labmart Version A 2008 @ 21.3% Acculab balances price list dated 2/19/08 @ 22.37% Ahlstrom Filter Paper price list dated 2/19/08 @ 22.37% NYS Board of Education Products price list dated 2/19/08 @ 31.3%
Applicable Pages:	All (See Exclusions below)
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100 at no additional charge. No additional charge for Hazmat fee.	
Exclusions: Back of catalog (Page 136) of The Labmart Version A 2008 referencing "Free Gifts."	
Volume Discounts: \$10,000 to \$49,999 additional .5%; \$50,000 and over an additional 1%	
Orders should be directed to: Name: Linda Duetchman, Customer Service Toll Free: 800-684-1234 Fax: 908-561-3002 Email: sales@labmart.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 10 days A/R/O	
Price List Available On Web: Yes	
Web Address: www.jhberge.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:30 a.m. to 5:00 p.m. EST Name: Rob Gardner, VP Sales Toll Free Number: 800-684-1234 x 137 Fax: 908-561-3002 Cell: 610-349-2182 Email: rgardner@labmart.com	

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Contractor:	Krackeler Scientific, Inc.
Catalog:	Krackeler Scientific Laboratory Apparatus, Instruments and Supplies
Applicable Pages:	Per contract price list
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100; however, shipping will be added to invoice. (See also exceptions below.)	
Exceptions: Rush Overnight Delivery, Next Day Air Freight, those than contain chemicals with hazmat or ice fees, furniture or orders for Sigma-Aldrich product delivered outside Krackeler’s Capital Region truck zone, freight charges will be prepaid and added to invoice.	
Volume Discounts: Krackeler offers additional high volume case discounts on a case-by-case basis.	
Orders should be directed to: Name: Keith Lloyd, Customer Service Manager Toll Free: 800-334-7725 Fax: 518-462-6011 Email: office@krackeler.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000: Yes and no additional discount offered	
Guaranteed Delivery: 1-3 Days for Stock Items; 1-6 Weeks for Non-Stock Items	
Price List Available On Web: Yes	
Web Address: www.krackeler.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:00 a.m. to 4:45 p.m. EST Name: Anthony R. Krackeler, Director of Sales and Marketing Toll Free Number: 518-462-4281 Fax: 518-462-6011 Cell: 518-256-0595 Email: ark@krackeler.com	

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Contractor:	Laboratory Products Sales, Inc.
Catalog:	Laboratory Products Sales Tools for Scientific Discover Product Catalog
Applicable Pages:	All
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100; however, shipping will be added to invoice.	
Exceptions: None – no additional for hazmat.	
Volume Discounts: Orders over \$5,000 – additional 2%	
Orders should be directed to: Name: Sherry Kelly, OPS Manager Toll Free: 800-388-0166 x 20 Fax: 585-247-6686 Email: sherry@lpsinc.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 3 Days A/R/O	
Price List Available On Web: Yes	
Web Address: www.lpsinc.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:00 a.m. to 5:00 p.m. EST Name: Frank Meleca, President Toll Free Number: 585-247-4729 x 22 Fax: 585-247-6686 Cell: None Email: frank@lpsinc.com	

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Contractor:	Qiagen, Inc.
Catalog:	Qiagen Product Guide 2010-U.S.
Applicable Pages:	All
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100 with no additional shipping charges.	
Volume Discounts: None offered	
Hazmat Fees: Prepaid and added to invoice. (Agencies are advised to receive quote prior to order.)	
Orders should be directed to: Name: Shelly Warmack Toll Free: 800-426-8157 Phone: 661-702-3000 Fax: 800-718-2056 Email: customercare@qiagen.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000: Yes and no additional discount offered	
Electronic Access Order: Yes	
Guaranteed Delivery: 3-5 Days A/R/O (with Customer Care confirmation)	
Price List Available On Web: No	
Web Address: www.qiagen.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:00 a.m. - 8:00 p.m. PST (Technical Support M-Sat. 24 hours) Name: Derk Shultz Toll Free: 800-718-2056 Phone: 661-702-3562 Cell: 818-322-8764 Email: derk.schultz@qiagen.com	

Contractor:	Panasonic Corp. North America
Catalog:	Panasonic Corp. North America
Applicable Pages:	All –No Discount on Extended Warranties or Validation Documents
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100	
Volume Discounts: Quantity discount of 3 or more of same product on order – additional 2%	
Orders should be directed to: Name: Stacey Cybulski Toll Free: 800-858-8442 Fax: 630-238-0074 Email: scybulski@us.panasonic.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000: Yes and no additional discount offered	
Guaranteed Delivery: 30 Days A/R/O	
Price List Available On Web: No	
Web Address: http://panasonic.com/Biomedical	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:300 a.m. to 5:30 p.m. CST Name: Customer Service Toll Free Number: 800-858-8442 Fax: 630-238-0074	

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Contractor:	Spectrum Laboratory Products, Inc.
Catalog:	Spectrum Chemicals and Laboratory Products 2006/2008
Applicable Pages:	All
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100 at no additional charge. Hazmat fee, if applicable, will be \$20.00. No inside delivery will be provided without prior authorization, costs charged will be net of normal transportation which is absorbed by Spectrum. Any premium shipping at the customer's request will be prepaid and added to invoice.	
Volume Discounts: Not offered	
Orders should be directed to: Name: Patty Decker Toll Free: 800-800-772-8786 Ext 5508 Fax: 800-525-2299 Email: pdecker@spectrumchemical.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 2-3 Days A/R/O from stock	
Price List Available On Web: Yes	
Web Address: www.spectrumchemical.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 5:00 a.m. to 5:00 p.m. PST Name: Prem Jain Phone: 732-382-8519 or 732-895-6599 Email: pjain@spectrumchemical.com CHEMICAL EMERGENCY: Chris Terpak, Director Quality Control Phone: 732-418-9154 or 800-424-9300	

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Contractor:	Thomas Scientific, Inc.
Catalog:	Thomas Scientific Catalog
Applicable Pages:	Complete Thomas Scientific Portfolio
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100; however, shipping will be added to invoice. Hazmat fee, if applicable, will vary by classification.	
Volume Discounts: Not offered	
Orders should be directed to: Name: Deb Fish Toll Free: 800-467-2000 Fax: 800-345-5232 Email: value@thomassci.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 3-5 Days A/R/O from stock	
Price List Available On Web: Yes	
Web Address: www.thomassci.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 7:45 a.m. to 6:00 p.m. EST Name: Mark Quigley, VP of Sales Phone: 800-345-2100 Ext. 6800 FAX: 856-467-3087 Email: markq@thomassci.com	

Contractor:	VWR, LLC
Catalog:	The VWR Catalog
Applicable Pages:	All
The price list can be viewed at this link: http://www.ogs.ny.gov/purchase/spg/pdfdocs/1200021132ContractorInfo.pdf	
Shipping: Honors orders for less than \$100 at no additional charge. Hazmat fee not applicable.	
Volume Discounts: Not offered	
Orders should be directed to: Name: Customer Service Toll Free: 800-932-5000 Fax: 770-291-1238 Email: usbids@vwr.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 2-10 Days A/R/O	
Price List Available On Web: Yes	
Web Address: www.vwr.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 7:30 a.m. to 8:00 p.m. PST Dedicated Emergency Contact not available after hours.	

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:

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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.

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

PERFORMANCE REQUIREMENTS:

CONTRACT PRICING INFORMATION AND RESPONSE TIME:

All requests for pricing must be responded to in 48 hours or 2 business days from the date of the request.

PRICE LISTS AND CATALOGS:

The contractor shall provide, within 30 days of request during the first 45 days of the contract period, sufficient catalogs/media/approved price lists to service all customers who wish to use these contracts. After the first 45 days of the contract, additional catalogs, or updated catalogs when applicable, shall be provided within 10 calendar days of request.

DISCREPANCIES:

(continued)

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

PRODUCT RETURNS, PROBLEM PRODUCT:

Products returned because of quality problems, duplicated shipments, outdated product, etc., shall be picked up by the contractor 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.

Vendor may be required to supply multiple electronic format copies of approved price list to OGS Procurement Services for distribution to contract users or may be required to supply them directly to contract users.

PRODUCT RETURNS, AGENCY ERROR:

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

SUBSTITUTIONS:

Unauthorized substitutions are not acceptable. Substitution of one catalog product for another catalog product shall require the approval of the ordering agency.

EMERGENCY SERVICE NUMBER AND EMERGENCY CONTACT INFORMATION:

The contractor will provide a toll free product emergency service, available seven days a week, twenty-four hours a day. Given the nature of the products, an emergency contact including name, number, cell number, fax, and email must be provided.

SALE FLYERS:

At the contractor's option, sale catalogs, and flyers based on the awarded catalog, that offer further price reductions, may be offered to contract users. Also, at the contractor's option, catalogs/price lists developed for a specific customer's specialized requirements may be offered.

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 (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). 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:

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 shall be \$100.00.

(continued)

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.

ADDITION OF PRODUCTS:

NYS reserves the right to add products at any time to a vendors offering, with the agreement of the vendor and if it is determined to be in the State's best interest.

CONTRACT UPDATES - ADDITION AND DELETION PRODUCTS:

Product changes to Contract are addressed in the following manner. In order to expedite processing of a change request that involves more than one specified category below, each request should be submitted separately to OGS.

a) **REGULAR ADD** - "Regular Adds" are requests for 1) price increases for Products incorporated under the Contract for other than previously approved pricing structure, and 2) addition of new products to the Contract which do not fall under the previously established price structure or discounts for Product types previously approved under the Contract. Regular Adds include, but are not limited to, newly added manufacturer's product lines, re-bundled Products or Services, etc. Regular Adds must be submitted to OGS for prior approval, and must be accompanied by a justification of reasonableness of price. Regular Adds are subject to pre-audit by the Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new product offerings until after receipt of OGS approval of the "Regular Add." When Contract pricing is based on GSA prices, the revised prices or prices of new Products must reflect current GSA prices adjusted as necessary for any additional discounts.

b) **SPECIAL ADD** - Contract changes and updates that do not fall within either of the above categories will be processed as "Special Adds". Special Adds are changes that are not specifically covered by the terms of the Contract but inclusion is found to be in the best interest of the State. Contractor must provide a justification of reasonableness of the prices offered and a statement explaining why it is in the best interest of the State to approve the new Products. Special Adds are subject to pre-audit by the Office of the State Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new offerings until after receipt of OGS approval of the "Special Add."

VOLUME DISCOUNTS:

Contractors may offer volume discounts. Volume discounts may be applied per purchase order or cumulatively per customer agency. The contractor shall indicate the basis for applying the volume discount(s) on the bid document form. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency.

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.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of five (5) years as stated in the original Invitation for Bids. Discounts quoted are to be firm for the entire period of the contract, unless increased (see Contract Changes clause.)

SHORT TERM EXTENSION:

(continued)

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.

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.

PERIODIC RECRUITMENT:

The State reserves the right to consider additional vendors during the course of the contract at any time determined by the State to be in its best interest. Vendors shall be required to submit this original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under similar terms and conditions.

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.

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

Accessories supplied shall be compatible with the rest of the product.

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 \$25,000.

AMERICANS WITH DISABILITIES ACT (ADA):

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals.

Although it is not mandatory for contractors to have this equipment in order to receive an award, it is necessary to identify any such equipment they have which falls into the above category.

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered that fall under an applicable Energy Star product category to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

(continued)

INTERNET ACCESS TO CONTRACT & PRICING INFORMATION:

Access by Contract Users to Contract products, services and pricing information may be made available and posted on the Internet. The State reserves the right to post a contractor's contract pricing on the OGS web site.

At a future date the contractor may be required to host their own complete Contract pricing and product offerings at Contractor's Internet site, at Contractor's sole expense, including all subsequent changes in the Contract offerings (additions, deletions, price revisions) during the Contract term, in accordance with the Contract requirements.

If Contractor posts contract pricing information, Contractor is responsible for Contract and related information to be accurately and completely posted, maintained, updated and displayed in an objective (i.e.: informational only) and timely manner, which renders it clearly distinguishable from other, non-Contract offerings at Contractor's web site. Any changes (in accordance with the terms of this contract) in product offering or pricing which require pre-approval by the New York State Procurement, may not be posted on the website prior to notification of approval. Hard copy catalog and price lists must be available to all end users who either do not have web access or prefer the optional format.

If Contractor stores, collects or maintains personal identification data electronically as a condition of accessing State Contract information, such data shall only be used internally by Contractor for the purpose of implementing the State Contract and shall not be disseminated to third parties or used for other marketing purposes.

PRICE SHEETS 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 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.

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.

INSTRUCTION MANUALS:

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

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.

(continued)

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

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.

Resultant 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.

OVERLAPPING CONTRACT ITEMS:

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

Group Number	Commodity
12000	Laboratory Supplies and Equipment
12004	Laboratory and Science Teaching Supplies
20060	Books and Non-print Library Materials
20915	Furniture, Commercial, Institutional and Industrial
23045	Library Supplies
23100	School & Art Supplies
38224	Materials and Equipment for Educational Technology and Occupational Training
38713	Scientific Equipment - Chromatographs, accessories and related equipment
38728	Scientific Equipment, Test and Measurement
38782	Scientific Equipment - spectrometers, spectrophotometers, related equipment and accessories
38806	Audio Visual Presentation Equipment
39000	Industrial & Commercial Supplies and Equipment

(continued)

"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.

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 contractor 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 contractor.

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 requires state contract prices be reduced, by an amount equivalent to the IFF. 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 equivalent being offered under this award where a funding fee is included.

(continued)

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/ Sub Item 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 in electronic format to the Office of General Services, New York State Procurement, 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.

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).

**State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
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 NEW YORK STATE PROCUREMENT
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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