

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

**CONTRACT AWARD NOTIFICATION**

<b>Title</b>	<b>:</b>	<b>Group 21103 - DISPOSABLE DINNERWARE AND CUTLERY (Paper, Foam, Plastic)</b>
<b>Award Number</b>	<b>:</b>	<b>00600-G</b> (Replaces 4392-G)
<b>Contract Period</b>	<b>:</b>	<b>July 1, 2001 to June 30, 2002</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>May 15, 2001</b>
<b>Date of Issue</b>	<b>:</b>	<b>August 2, 2001</b>
<b>Specification Reference:</b>		<b>As Incorporated Herein</b>

**Address Inquiries To:**

<b>All State Agencies</b>	<b>Non-State Agencies</b>
<b>Name :</b> James R. Essman <b>Title :</b> Purchasing Officer I <b>Phone :</b> 518-402-5069 <b>Fax :</b> 518-473-7974 <b>E-mail :</b> james.essman@ogs.state.ny.us	<b>Name :</b> Judy Gibbons <b>Title :</b> Purchase Coordinator <b>Phone :</b> 518-474-6717 <b>Fax :</b> 518-474-2437 <b>E-mail :</b> customer.services@ogs.state.ny.us

**Description**

A full line of Paper, Foam and Plastic Dinnerware.
--

PR # 00600-T

(continued)

---

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC58083	SOFCO, INC. Division of U.S.Foodservice 702 Potential Pkwy Scotia, NY 12302	1-800-836-7632 x2232 518-374-7810 x2232 Susan Wilder Fax: 518-374-8437 E-mail: swilder@usfood.com	36-3642294

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET THE DELIVERY TERMS OF THIS CONTRACT. PRODUCT WHICH DOES NOT COMPLY WITH THE SPECIFICATIONS OR IS OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**NOTE TO AGENCY:**

The letters SB listed under the Contract Number indicate the contractor is a small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise, respectively.

**NOTE TO ALL CONTRACT USERS:**

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

**PRICE:**

GENERAL - All prices are FOB point of destination as designated by any ordering agency, and includes:

- tailgate delivery
- calling agency prior to delivery (see separate "DELIVERY" clause)
- "restricted" delivery (see separate "DELIVERY" clause)
- all duties, custom charges, import fees, etc.
- pricing being expressed in United States Dollars
- billing and payments being made in United States Dollars

NO PRICE ESCALATION - Price escalation will not be allowed.

(continued)

**LOT I Items 1-31, Paper Cup & Plastic Lids. Contractor: SOFCO, INC.**

Item No.	Product	Size/Capacity	Brand	Stock #	Quantity	
					Per Case	Case Price
1	Water Cup, Pleated	3.5 oz.	Sweetheart	450	5,000	\$53.87
2	Water Cup, Conical	4 oz.	Sweetheart	CS204	5,000	\$41.48
3	Cold Cup	4 oz.	Sweetheart	R4	5,000	\$60.92
4	Cold Cup	5 oz.	Sweetheart	R53	3,000	\$40.25
5	Lid for 5 oz. Cup		Sweetheart	L53	3,000	\$28.29
6	Cold Cup	7 oz.	Sweetheart	R7N	2,000	\$31.62
7	Lid for 7 oz. Cup		Sweetheart	L7	2,000	\$19.62
8	Cold Cup	9 oz.	Sweetheart	R9N	2,000	\$36.05
9	Lid for 9 oz. Cup		Sweetheart	L9	2,000	\$21.82
10	Cold Cup	10 oz.	Sweetheart	R10NN	2,000	\$38.20
11	Lid for 10 oz. Cup		Sweetheart	L10BLN	2,000	\$22.86
12	Cold Cup	12 oz.	Sweetheart	R12SN	2,000	\$41.95
13	Lid for 12 oz. Cup		Sweetheart	L12BLN	2,000	\$24.06
14	Cold Cup	14 oz.	Sweetheart	R14N	2,000	\$48.01
15	Lid for 14 oz. Cup		Sweetheart	L14BLN	2,000	\$25.62
16	Cold Cup	16 oz.	Sweetheart	R16	1,000	\$32.71
17	Lid for 16 oz. Cup		Sweetheart	L16	2,000	\$28.74
18	Hot/Cold Cup	8 oz.	Sweetheart	P508	1,000	\$24.42
19	Lid for 8 oz. Cup		Sweetheart	DTL508	2,000	\$23.02
20	Hot/Cold Cup	10 oz.	Sweetheart	PS510	1,000	\$29.32
21	Lid for 10 oz. Cup		Sweetheart	DTL516	2,000	\$36.36
22	Hot/Cold Cup	12 oz.	Sweetheart	PS512	1,000	\$31.16
23	Lid for 12 oz. Cup		Sweetheart	DTL516	2,000	\$36.36
24	Hot/Cold Cup	16 oz.	Sweetheart	P516	1,000	\$43.98
25	Lid for 16 oz. Cup		Sweetheart	DTL516	2,000	\$36.36
26	Hot/Cold Cup	20 oz.	Sweetheart	P520	1,000	\$49.86
27	Lid for 20 oz. Cup		Sweetheart	DTL516	2,000	\$36.36
28	Souffle Cup	1 oz.	Sweetheart	100	5,000	\$21.40
29	Souffle Cup	2 oz.	Sweetheart	200	5,000	\$28.00
30	Souffle Cup	4 oz.	Sweetheart	400	5,000	\$39.15
31	Souffle Cup	5.5 oz.	Sweetheart	550	5,000	\$47.75

(continued)

**LOT II Items 32-38, Paper Plates and Bowls (pressed paper, molded paper). Contractor: SOFCO, INC.**

<b>Item No.</b>	<b>Product</b>	<b>Size/Capacity</b>	<b>Brand</b>	<b>Stock #</b>	<b>Quantity Per Case</b>	<b>Case Price</b>
32	Plate, med.wt.	6"	Sweetheart	DBF6	1,000	\$23.82
33	Plate, med.wt.	9"	Sweetheart	DBF9	1,000	\$45.90
34	Plate, hvy.duty	6"	Chinet	21225	1,000	\$31.34
35	Plate, hvy.duty	8 3/4"	Pactiv	M217729	500	\$30.34
36	Plate, 3 Comp., hvy. duty	10 1/4"	Pactiv	M250044	500	\$38.25
37	Bowl, hvy.duty	4 oz.	Chinet	21260	2,000	\$51.78
38	Bowl, hvy.duty	12 oz.	Pactiv	M255705	1,000	\$33.24

**LOT III Items 39-47, Paper food Containers (and plastic lids), Paper Trays. Contractor: SOFCO, INC.**

<b>Item No.</b>	<b>Product</b>	<b>Size/Capacity</b>	<b>Brand</b>	<b>Stock #</b>	<b>Quantity Per Case</b>	<b>Case Price</b>
39	Food Cont.	8 oz.	Sweetheart	VS508	1,000	\$36.00
40	Lid for 8 oz. Cont.		Sweetheart	LVS508	2,000	\$90.02
41	Food Cont.	12 oz.	Sweetheart	VS512	1,200	\$61.67
42	Lid for 12 oz. Cont.		Sweetheart	LVS512	1,200	\$65.81
43	French Fry Cup	9 oz.	Sweetheart	GRS9N	2,000	\$53.50
44	French Fry Cup	16 oz.	Sweetheart	GRS16N	1,000	\$52.64
45	Tray, Snack	8"x10"x1"	Pactiv	M537503	250	\$22.67
46	Tray, 5 Comp. Mold. Pap.	8 1/2"x 10 1/2"	Pactiv	M608000	500	\$59.15
47	Tray, 6 Comp. Mold. Pap.	8 1/2" x 12 1/2"	Pactiv	M607597	250	\$30.10

(continued)

**LOT IV Items 48-63, Foam Cups and Plastic Lids. Contractor: SOFCO, INC.**

<b>Item No.</b>	<b>Product</b>	<b>Size/Capacity</b>	<b>Brand</b>	<b>Stock #</b>	<b>Quantity Per Case</b>	<b>Case Price</b>
48	Small Drink Cup	4 oz.	Dart	4J4	1,000	\$9.03
49	Lid for 4 oz. Cup		Dart	4JL	1,000	\$5.65
50	Small Drink Cup	6 oz.	Dart	6J6	1,000	\$8.46
51	Lid for 6 oz. Cup		Dart	6JL	1,000	\$5.52
52	Small Drink Cup	8 oz.	Dart	8J8	1,000	\$9.91
53	Lid for 8 oz. Cup		Dart	8FTL	1,000	\$6.73
54	Small Drink Cup	10 oz.	Dart	10J10	1,000	\$12.60
55	Lid for 10 oz. Cup		Dart	10FTL	1,000	\$8.03
56	Small Drink Cup	12 oz.	Dart	12J12	1,000	\$14.04
57	Lid for 12 oz. Cup		Dart	12FTL	1,000	\$8.13
58	Large Drink Cup	14 oz.	Dart	14J12	1,000	\$18.67
59	Lid for 14 oz. Cup		Dart	12FTL	1,000	\$8.13
60	Large Drink Cup	16 oz.	Dart	16J16	1,000	\$20.29
61	Lid for 16 oz. Cup		Dart	16FTL	1,000	\$9.38
62	Large Drink Cup	20 oz.	Dart	20J16	500	\$12.68
63	Lid for 20 oz. Cup		Dart	16FTL	1,000	\$9.38

**LOT V Items 64-76, Foam Food Containers. Contractor: SOFCO, INC.**

<b>Item No.</b>	<b>Product</b>	<b>Size/Capacity</b>	<b>Brand</b>	<b>Stock #</b>	<b>Quantity Per Case</b>	<b>Case Price</b>
64	Foam Container (Round)	8 oz.	Dart	8SJ20	1,000	\$17.86
65	Lid for 8 oz. Container		Dart	20JL	1,000	\$10.08
66	Foam Container (Round)	16 oz.	Dart	16MJ32	500	\$13.30
67	Lid for 16 oz. Container		Dart	32JL	500	\$7.55
68	Foam Container (Round)	24 oz.	Dart	24MJ48	500	\$21.73
69	Lid for 24 oz. Container		Dart	48JL	500	\$8.98
70	Hingd Cont. Sng. Comp.	8 7/16"x7 1/4"x1 7/8"	Pactiv	TH10107	200	\$11.35
71	Hingd Cont 3 Comp	8 7/16"x7 1/4"x1 7/8"	Pactiv	TH10108	200	\$11.55
72	Hingd Cont Sng. Comp.	9 1/2"x9 1/4"x3"	Dart	95HT1	200	\$11.64
73	Hingd Cont 3 Comp	9 1/2"x9 1/4"x3"	Dart	95HT3	200	\$11.65
74	School Lunch Tray 5 Comp	8 1/4" x 10 1/4"	Pactiv	TH10500	500	\$14.34
75	School Lunch Tray 6 Comp	8 1/2" x 11 1/2"	Pactiv	TH10601	500	\$26.18
76	School Lunch Tray Sng. Comp	9" x 12"	Pactiv	TH10034	250	\$13.54

(continued)

**LOT VI Items 77-96, Foam Plates and Bowls. Contractor: SOFCO, INC.**

<b>Item No.</b>	<b>Product</b>	<b>Size/Capacity</b>	<b>Brand</b>	<b>Stock #</b>	<b>Quantity Per Case</b>	<b>Case Price</b>
77	Plate, Lt. wt.	6"	Sweetheart	FS6BPY	1,000	\$10.73
78	Plate, Lt. wt.	7"	Sweetheart	FS7SPY	1,000	\$15.33
79	Plate, Lt. wt.	9"	Sweetheart	FS9DPY	500	\$10.63
80	Plate, Lt. wt., 3 Comp.	9"	Sweetheart	FS9CY	500	\$12.15
81	Bowl, Lt. wt.	3.5 oz.	Sweetheart	FS35BY	1,000	\$9.56
82	Bowl, Lt. wt.	5 oz.	Sweetheart	FS5DBY	1,000	\$9.22
83	Bowl, Lt. wt.	12 oz.	Pactiv	TH10012	1,000	\$11.62
84	Plate, med. wt.	6"	Sweetheart	RS6BPY	1,000	\$10.84
85	Plate, med wt.	7"	Sweetheart	RS7SPY	1,000	\$16.58
86	Plate, med wt.	9"	Pactiv	TH10009	500	\$11.49
87	Plate, med wt., 3 Comp.	9"	Pactiv	TH10011	500	\$11.50
88	Bowl, med wt.	3.5 oz.	Sweetheart	RS35BY	1,000	\$10.84
89	Bowl, med wt.	5 oz.	Sweetheart	RS5DBY	1,000	\$11.93
90	Bowl, med wt.	12 oz.	Sweetheart	RS12BN	1,000	\$15.04
91	Soup Bowl, Round	6 oz.	Dart	6B12	1,000	\$14.75
92	Lid for 6 oz. Bowl		Dart	12CL	1,000	\$13.78
93	Soup Bowl, Round	10 oz.	Dart	10B20	1,000	\$19.76
94	Lid for 10 oz. Bowl		Dart	20CL	1,000	\$20.79
95	Soup Bowl, Round	12 oz.	Dart	12B32	1,000	\$22.71
96	Lid for 12 oz. Bowl		Dart	32CL	500	\$13.24

(continued)

**LOT VII Items 97-116, Plastic Cups and Lids. Contractor: SOFCO, INC.**

<b>Item No.</b>	<b>Product</b>	<b>Size/Capacity</b>	<b>Brand</b>	<b>Stock #</b>	<b>Quantity Per Case</b>	<b>Case Price</b>
97	Cold Plastic Cup	5 oz.	Dart	5N25	2,500	\$17.44
98	Lid for 5 oz. Cold Plastic Cup		Dart	L7N25	2,500	\$17.19
99	Cold Plastic Cup	7 oz.	Dart	7N25	2,500	\$20.04
100	Lid for 5 oz. Cold Plastic Cup		Dart	L7N25	2,500	\$17.19
101	Cold Plastic Cup	9 oz.	Dart	9N25	2,500	\$28.04
102	Lid for 9 oz. Cold Plastic Cup		Dart	L9N25	2,500	\$26.75
103	Cold Plastic Cup	10 oz.	Dart	10N25	2,500	\$28.91
104	Lid for 10 oz. Cold Plastic Cup		Dart	L10N25	2,500	\$31.18
105	Cold Plastic Cup	12-14 oz.	Dart	14N	1,000	\$14.67
106	Lid for 12-14 oz. Cold Plastic Cup		Dart	L14N	1,000	\$14.38
107	Cold Plastic Cup	16-18 oz.	Dart	16K	1,000	\$20.51
108	Lid for 16-18 oz. Cold Plastic Cup		Dart	L24TN	1,000	\$14.38
109	Cold Drink Cup (PET)	7 oz.	Dart	7C	1,000	\$42.36
110	Lid for 7 oz. PET Cup		Dart	L7N25	2,500	\$21.50
111	Cold Drink Cup (PET)	10 oz.	Dart	10C	1,000	\$46.06
112	Lid for 10 oz. (PET) Cup		Dart	L10C	1,000	\$23.00
113	Cold Drink Cup (PET)	16 oz.	Dart	16CT	1,000	\$56.12
114	Lid for 16 oz. (PET) Cup		Dart	L24C	1,000	\$23.00
115	Cold Drink Cup (PET)	24 oz.	Dart	24C	600	\$55.06
116	Lid for 24 oz. (PET) Cup		Dart	L24C	1,000	\$23.00

(continued)

**LOT VIII Items 117-134, Plastic Food Containers, Portion Cups, Lids. Contractor: SOFCO, INC.**

<b>Item No.</b>	<b>Product</b>	<b>Size/Capacity</b>	<b>Brand</b>	<b>Stock #</b>	<b>Quantity Per Case</b>	<b>Case Price</b>
117	Portion Cup	1 oz.	Sweetheart	US1	5,000	\$33.80
118	Lid for 1 oz. Cup		Sweetheart	LUS1	5,000	\$27.00
119	Portion Cup	2 oz.	Sweetheart	US2	5,000	\$44.30
120	Lid for 2 oz. Cup		Sweetheart	LUS2	2,500	\$21.40
121	Portion Cup	3.25 oz.	Sweetheart	US3	2,500	\$28.15
122	Lid for 3.25 oz. Cup		Sweetheart	LUS3	2,500	\$22.50
123	Portion Cup	4 oz.	Sweetheart	US4	2,500	\$30.80
124	Lid for 4 oz. Cup		Sweetheart	LUS45	2,500	\$24.85
125	Portion Cup	5.5 oz.	Sweetheart	US5	2,500	\$37.48
126	Lid for 5.5 oz. Cup		Sweetheart	LUS45	2,500	\$24.85
127	Food Cont.	8 oz.	Sweetheart	OW8RA	1,000	\$42.10
128	Lid for 8 oz. Cont.		Sweetheart	LW44FA	1,000	\$28.44
129	Food Cont.	13 oz.	Sweetheart	OW130A	500	\$29.62
130	Lid for 13 oz. Cont.		Sweetheart	LOW88A	500	\$52.59
131	Food Cont.	25.2 oz.	Sweetheart	OW252A	500	\$45.93
132	Lid for 25.2 oz. Cont.		Sweetheart	LOW88A	500	\$52.59
133	Food Cont.	32 oz.	Sweetheart	OW320A	500	\$58.82
134	Lid for 32 oz. Cont.		Sweetheart	LOW88A	500	\$52.59

**LOT IX Items 135-146, Polystyrene and Polypropylene Cutlery. Contractor: SOFCO, INC.**

<b>Item No.</b>	<b>Product</b>	<b>Size/Capacity</b>	<b>Brand</b>	<b>Stock #</b>	<b>Quantity Per Case</b>	<b>Case Price</b>
135	Knife, Lt. wt, Polyst.	6"	Sweetheart	SBX6KW	1,000	\$14.81
136	Fork, Lt. wt, Polyst.	6"	Sweetheart	SBX5FW	1,000	\$14.81
137	T-spoon, Lt. wt, Polyst.	6"	Sweetheart	SBX7TW	1,000	\$14.75
138	S-Spoon, Lt. wt, Polyst.	6"	Sweetheart	SBX8SW	1,000	\$14.80
139	Knife, med wt, Polypro.	6"	Jet Plastica	EK10W	1,000	\$16.08
140	Fork, med wt, Polypro.	6"	Jet Plastica	EF10W	1,000	\$16.05
141	T-spoon, med wt, Polypro.	6"	Jet Plastica	ES10W	1,000	\$16.08
142	S-Spoon, med wt, Polypro.	6"	Jet Plastica	EP10W	1,000	\$16.08
143	Knife, hvy. wt, Polyst.	6"	Sweetheart	GBX6KN	1,000	\$19.09
144	Fork, hvy. wt, Polyst.	6"	Sweetheart	GBX5FK	1,000	\$19.09
145	T-spoon, hvy. wt, Polyst.	6"	Sweetheart	GBX7TS	1,000	\$19.05
146	S-Spoon, hvy. wt, Polyst.	6"	Sweetheart	SBX8SW	1,000	\$14.80

**LOT X Items 147-150, Wrapped Polypropylene Cutlery Kits and Drink Straws. - NO AWARD**

(continued)

**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition. 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 No., description of product, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

**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](http://www.ogs.state.ny.us)) under "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

Any contract resulting from award may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**MINIMUM ORDER:**

Minimum order shall be \$150.00 for each single destination. Orders shall be drawn in quantities reflecting contractor's standard packaging. Any agency may purchase in the open market requirements less than \$150.00.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address 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.

(continued)

**DELIVERY:**

TIME & PURCHASE ORDER INSTRUCTIONS - Time is of the essence. The contractor must be prepared to make deliveries in a maximum time of twenty calendar days after receipt of order. The unit delivery module must be delivered complete. If more than one truck is used, the delivery must be made at one time. The unloading hours may be specified on the purchase order.

Delivery shall be made in accordance with instructions on Purchase Order from each agency.

CALLING AGENCY PRIOR TO DELIVERY - Delivery is by appointment only for some locations and shall be so noted on purchase order.. Contractors are required to call such facilities to arrange for delivery appointment.

RESTRICTED DELIVERY - Price includes “restricted” delivery. Delivery to some facilities, particularly Correctional Facilities, have delivery “restricted” - - - delivery must be made during certain hours, generally between 8:30 a.m. to 10:30 a.m. and 12:30 p.m. to 2:30 p.m., and must be made only on weekdays (Monday through Friday) except/excluding holidays. (NOTE: Other restrictions, such as thorough inspection of vehicle & trailer, may also apply for deliveries to a Correctional Facility.)

STANDARD PACK – Orders are to be drawn in quantities reflecting contractor’s standard packaging, as long as contractor’s packaging is the industry standard for normal commercial accounts.

DISCREPANCY ON PURCHASE ORDER - 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.

**CONTRACT PERIOD AND 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 an aggregate total of thirty six months.

**CUSTOMER SUPPORT:**

The Contractor shall provide the following customer support:

- **TELEPHONE CUSTOMER SERVICE REPRESENTATIVES** to respond to inquiries from sites during normal business hours, from 9 a.m. to 5 p.m., to assist with routine problems related to ordering, shipment, and billing.
- **FIELD SERVICE REPRESENTATIVE** to call on sites, if needed, to resolve problems. [NOTE: A field service representative is not required to make routine weekly calls to each site merely to take orders].

**REPORT OF CONTRACT PURCHASES:**

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

<u>Lot</u>	<u>Item/ SubItem Number</u>	<u>Product Description</u> (Size, Stock No., etc.)	<u>Total Quantity Shipped</u> (To be in Units listed in the Invitation for Bids)	<u>Total \$ Value</u>
------------	-------------------------------------	---	--	---------------------------

(continued)

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 commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

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

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of commodities or services, the Commissioner reserves the right to obtain such commodities 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 commodities or services procured from other sources pursuant to this paragraph.

**OVERLAPPING CONTRACT ITEMS:**

Products may also be available from other State contracts. Agencies are 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.

If not utilizing a "preferred source," agencies should consider awards (or the updates) for the following:

- **GROCERY AND HOUSEHOLD ITEMS FOR COMMUNITY RESIDENCES AND OTHERS**

Group	02400 AND 02400	AND 02400
Award	C-00694	1969 2061
B/O	10/30/00	6/16/95 08/21/95
Contract	PC57250	P010527 P010832
Expiration:	05/14/2001	03/31/2002 09/30/2001
Minimum Order:	Varies – may involve drop charge.	

- **FOOD, HOUSEHOLD FOODS, SUNDRIES (STATEWIDE)**

Group 02450  
Award 3713-G  
B/O 11/24/98  
Expiration: 04/30/2002  
Minimum Order: \$1500 without drop charge.

A copy of a "Contract Award Notification" for any of the above may be requested by phone (518-474-6717) or fax (518-474-2437), or may be downloaded from the OGS website:

[www.ogs.state.ny.us](http://www.ogs.state.ny.us)

- Go to "For Government" column
- Click on "Purchasing Info & Contacts"
- Click on "Contracts – Search or Browse"
- Click on "Search Current or Expired Contracts"
- Enter the three digits for the group you need in "Group Number" box under "Group and/or Award Number Search"
- Click on the award number you're looking for
- Click on "Back" and then click on updates to award if any are shown

(continued)

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the product(s) 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 product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) 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.

(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, Room 3711  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*

(continued)