

New York State Office of General Services  
NYS Procurement (NYSPRO)  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21916](#)

**DATE:** June 11, 2014

**GROUP:** 31807 – Flat Plastic Sheets  
(Primarily for Safety Glazing  
of Buildings) (Statewide)

**PLEASE ADDRESS INQUIRIES TO:  
STATE AGENCIES & CONTRACTORS**

Ruth K. Quezada  
Contract Management Specialist  
(518) 473-2801  
[Ruth.Quezada@ogs.ny.gov](mailto:Ruth.Quezada@ogs.ny.gov)  
FAX: (518) 474-1160

**CONTRACT PERIOD:** June 15, 2010 -  
June 14, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Curbell Plastics, Inc.  
**CONTRACT NO.:** PC65137

**SUBJECT: NO REPLACEMENT CONTRACT UPON EXPIRATION OF CURRENT AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please be advised that the above referenced contract will expire on June 14, 2014. NYS Procurement (NYSPRO) will not be issuing a replacement contract in view of the low annual dollar sales generated under current Award 21916.

Those agencies with requirements for any of these products should follow their own agency purchasing guidelines.

Please adjust your records accordingly.

New York State Office Of General Services  
New York State Procurement  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21916](#)

**DATE:** September 19, 2013

**GROUP:** 31807 – Flat Plastic Sheets  
(Primarily for Safety Glazing  
of Buildings) (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Constance Gardner  
Contract Management Specialist I  
(518) 474-7409  
[Constance.Gardner@ogs.ny.gov](mailto:Constance.Gardner@ogs.ny.gov)  
FAX: (518) 474-1160

**CONTRACT PERIOD:** June 15, 2010 -  
June 14, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Curbell Plastics, Inc.  
**CONTRACT NO.:** PC65137

**SUBJECT:** NEW CONTRACT CONTACT

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract contact person has changed to Constance Gardner. All inquiries in regard to this contract should be directed to the Contract Management Specialist named herein.

The contract award notification has been revised September 19, 2013.

Authorized users should reference the current copy of the Contract Award Notification, which lists a revised issue date of **September 19, 2013** before purchasing from the contract. The current Contract Award Notification may be accessed at the following URL address: <http://www.ogs.ny.gov/purchase/spg/awards/3180721916CAN.htm>.

All other terms and conditions of the Award Notification remain the same.

New York State Office Of General Services  
New York State Procurement  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21916](#)

**DATE:** March 13, 2013

**GROUP:** 31807 – Flat Plastic Sheets  
(Primarily for Safety Glazing  
of Buildings) (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Russell Patton  
Contract Management Specialist I  
(518) 474-9621  
[russell.patton@ogs.ny.gov](mailto:russell.patton@ogs.ny.gov)  
FAX: (518) 474-1160

**CONTRACT PERIOD:** June 15, 2010 -  
June 14, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Curbell Plastics, Inc.  
**CONTRACT NO.:** PC65137

**SUBJECT:** CONTRACT RENEWAL

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We refer to Group 31807, Contract Award No. 21916, and contract award for Flat Plastic Sheets.

Curbell Plastics, Inc. has offered, and we have accepted, a renewal of contract PC65137 scheduled to expire on June 14, 2013, for an additional one (1) year period (through June 14, 2014).

All pricing, terms and conditions of the above contract award remain unchanged. Please audit all purchase orders and invoices accordingly. We suggest you attach this memorandum to the front of your contract award.

Should you have any questions concerning this Purchasing Memorandum, please call this office at 518-474-9621.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21916](#)

**DATE:** June 5, 2012

**GROUP:** 31807 – Flat Plastic Sheets  
(Primarily for Safety Glazing  
of Buildings) (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Russell Patton  
Purchasing Officer I  
(518) 474-9621  
[russell.patton@ogs.ny.gov](mailto:russell.patton@ogs.ny.gov)

**CONTRACT PERIOD:** June 15, 2010 -  
June 14, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Curbell Plastics, Inc.  
**CONTRACT NO.:** PC65137

**SUBJECT:** CONTRACT PRICE ADJUSTMENT

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

As allowed by the Price Adjustment Clause, on page 8, of the Contract Award Notification, Curbell Plastics, Inc. has adjusted pricing as indicated in the attached updated price pages. These price changes will be effective on June 5, 2012.

**ITEM DESCRIPTIONS:**

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

Acrylic sheets shall be as follows: manufactured in a continuous sheet (not extruded), intended for general purpose glazing, unshrunk, masked on both sides, and furnished in industry standard sizes. The acrylic sheets shall be guaranteed against crazing for at least five (5) years of outdoor exposure. The sheets shall have a maximum burn rate of 1.2 inches per minute for 1/8" sheet thickness, as per ASTM D635-06.

ITEM #1 - ACRYLIC SHEETS (Continuously Manufactured Sheets) (Cont'd)

Price per Sheet (All Zones)  
 Number of Sheets per Case (shown in parentheses)

	<u>Sheet Thickness</u>				
	.100" (1/10") (± .007")	.125" (1/8") (± .007")	.187" (3/16") (± .010")	.250" (1/4") (± .030")	.375" (3/8") (± .021")
<u>Standard Nominal Size</u>					
a. 48" x 96" (32 sq. ft.)	\$32.36 (14)	\$40.20 (11)	\$61.66 (7)	\$76.65 (6)	\$128.77 (4)
b. 63" x 100" (43.75 sq. ft.)	\$44.24 (12)	\$54.97 (9)	\$84.30 (6)	\$104.80 (5)	
c. 51" x 100" (35.42 sq. ft.)	\$35.82 (14)	\$44.50 (11)	\$68.25 (7)	\$84.85 (6)	
d. 60" x 96" (40 sq. ft.)	\$40.45 (12)	\$50.25 (9)	\$77.08 (6)	\$95.81 (5)	\$122.64 (3)
e. 72" x 96" (48 sq. ft.)	\$48.55 (10)	\$60.30 (18)	\$92.49 (5)	\$114.98 (4)	\$193.16 (3)
Price/Sq. Ft. for other available standard sizes:	\$ 1.01	\$1.26	\$1.93	\$2.40	\$4.02

Manufacturer: Arkema  
 Product Name: Plexiglass  
 Guaranteed Delivery: 5 Days A/R/O

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

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

The polycarbonate sheet conforms to the requirements of ASTM D3935-09 and ASTM D3801-06; and shall have UL94 flammability rating of V-0, V1 or V-2 (depending on thickness of sheet).

	Price per Sheet (All Zones)			
	Number of Sheets per Case (shown in parentheses)			
	<u>Sheet Thickness</u>			
	.125" (1/8") (± .007")	.187" (3/16") (± .010")	.250" (1/4") (± .030")	.375" (3/8") (± .021")
<u>Standard Nominal Size</u>				
a. 48" x 96" (32 sq. ft.)	\$53.49 (13)	\$74.95 (8)	\$99.48 (6)	\$179.87 (4)
b. 60" x 96" (40 sq. ft.)	\$66.86 (13)	\$93.68 (8)	\$124.35 (6)	\$224.84 (4)
c. 72" x 96" (48 sq. ft.)	\$80.23 (15)	\$112.42 (8)	\$149.21 (6)	\$269.81 (4)
Price/Sq. Ft. for other available standard sizes:	\$1.67	\$2.34	\$3.11	\$5.62

Manufacturer: Sheffield Plastics  
 Product Name: Makrolon, GP  
 Guaranteed Delivery: 5 Days A/R/O

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

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

	Price per Sheet (All Zones)	
	Number of Sheets per Case (shown in parentheses)	
	<u>Sheet Thickness</u>	
	.125" (1/8") (± .007")	.250" (1/4") (± .014")
<u>Standard Nominal Size</u>		
a. 48" x 96" (32 sq. ft.)	\$124.46 (13)	\$198.95 (6)
b. 60" x 96" (40 sq. ft.)	\$161.82 (13)	\$248.69 (6)
c. 72" x 96" (48 sq. ft.)	\$194.18 (13)	\$298.43 (6)
Price/Sq. Ft. for other available standard sizes:	\$4.05	\$6.22

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

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

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

	Price per Sheet (All Zones)	
	Number of Sheets per Case (shown in parentheses)	
	<u>Sheet Thickness</u>	
	.125" (1/8") (± .007")	.250" (1/4") (± .014")
<u>Standard Nominal Size</u>		
a. 48" x 96" (32 sq. ft.)	\$151.26 (13)	\$244.26 (6)
b. 60" x 96" (40 sq. ft.)	\$189.07 (13)	\$305.33 (6)
c. 72" x 96" (48 sq. ft.)	\$226.89 (13)	\$366.39 (6)
Price/Sq. Ft. for other available standard sizes:	\$4.73	\$7.63

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

All other terms and conditions remain the same.

Please mark your records accordingly.

If you have any questions regarding this contract, do not hesitate to contact this office.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21916](#)

**DATE:** June 14, 2011

**GROUP:** 31807 – Flat Plastic Sheets  
(Primarily for Safety Glazing  
of Buildings) (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Russell Patton  
Purchasing Officer I  
(518) 474-9621  
[russell.patton@ogs.ny.gov](mailto:russell.patton@ogs.ny.gov)

**CONTRACT PERIOD:** June 15, 2010 -  
June 14, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Curbell Plastics, Inc.  
**CONTRACT NO.:** PC65137

**SUBJECT:** CONTRACT PRICE ADJUSTMENT

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

As allowed by the Price Adjustment Clause, on page 8, of the Contract Award Notification, Curbell Plastics, Inc. has adjusted pricing as indicated in the attached updated price pages. These price changes will be effective on June 15, 2011.

**ITEM DESCRIPTIONS:**

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

Acrylic sheets shall be as follows: manufactured in a continuous sheet (not extruded), intended for general purpose glazing, unshrunk, masked on both sides, and furnished in industry standard sizes. The acrylic sheets shall be guaranteed against crazing for at least five (5) years of outdoor exposure. The sheets shall have a maximum burn rate of 1.2 inches per minute for 1/8" sheet thickness, as per ASTM D635-06.

(continued)

ITEM #1 - ACRYLIC SHEETS (Continuously Manufactured Sheets) (Cont'd)

Price per Sheet (All Zones)  
Number of Sheets per Case (shown in parentheses)

	<u>Sheet Thickness</u>				
	<u>.100"</u> (1/10") (± .007")	<u>.125"</u> (1/8") (± .007")	<u>.187"</u> (3/16") (± .010")	<u>.250"</u> (1/4") (± .030")	<u>.375"</u> (3/8") (± .021")
<u>Standard Nominal Size</u>					
a. 48" x 96" (32 sq. ft.)	\$31.77	\$39.46	\$60.53	\$75.24	\$126.40
b. 63" x 100" (43.75 sq. ft.)	\$43.43	\$53.95	\$82.75	\$102.87	
c. 51" x 100" (35.42 sq. ft.)	\$35.16	\$43.68	\$66.99	\$83.29	
d. 60" x 96" (40 sq. ft.)	\$39.71	\$49.32	\$75.66	\$94.05	\$120.38
e. 72" x 96" (48 sq. ft.)	\$47.65	\$59.19	\$90.79	\$112.86	\$189.66
Price/Sq. Ft. for other available standard sizes:	\$ .99	\$1.23	\$1.89	\$2.35	\$3.95

Manufacturer: Arkema  
Product Name: Plexiglass  
Guaranteed Delivery: 5 Days A/R/O

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

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

The polycarbonate sheet conforms to the requirements of ASTM D3935-09 and ASTM D3801-06; and shall have UL94 flammability rating of V-0, V1 or V-2 (depending on thickness of sheet).

	Price per Sheet (All Zones)			
	Number of Sheets per Case (shown in parentheses)			
	<u>Sheet Thickness</u>			
	.125" (1/8") (± .007")	.187" (3/16") (± .010")	.250" (1/4") (± .030")	.375" (3/8") (± .021")
<u>Standard Nominal Size</u>				
a. 48" x 96" (32 sq. ft.)	\$52.50	\$73.57	\$97.64	\$176.56
b. 60" x 96" (40 sq. ft.)	\$65.63	\$91.96	\$122.06	\$220.70
c. 72" x 96" (48 sq. ft.)	\$78.75	\$110.35	\$146.47	\$264.84
Price/Sq. Ft. for other available standard sizes:	\$1.64	\$2.30	\$3.05	\$5.52

Manufacturer: Sheffield Plastics  
 Product Name: Makrolon, GP  
 Guaranteed Delivery: 5 Days A/R/O

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

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

	Price per Sheet (All Zones)	
	Number of Sheets per Case (shown in parentheses)	
	<u>Sheet Thickness</u>	
	.125" (1/8") (± .007")	.250" (1/4") (± .014")
<u>Standard Nominal Size</u>		
a. 48" x 96" (32 sq. ft.)	\$127.07	\$195.29
b. 60" x 96" (40 sq. ft.)	\$158.84	\$244.11
c. 72" x 96" (48 sq. ft.)	\$190.61	\$292.93
Price/Sq. Ft. for other available standard sizes:	\$3.97	\$6.10

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

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

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

	Price per Sheet (All Zones)	
	Number of Sheets per Case (shown in parentheses)	
	<u>Sheet Thickness</u>	
	.125" (1/8") (± .007")	.250" (1/4") (± .014")
<u>Standard Nominal Size</u>		
a. 48" x 96" (32 sq. ft.)	\$148.47	\$239.76
b. 60" x 96" (40 sq. ft.)	\$185.59	\$299.71
c. 72" x 96" (48 sq. ft.)	\$222.71	\$359.65
 Price/Sq. Ft. for other available standard sizes:	 \$4.64	 \$7.49

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

All other terms and conditions remain the same.

Please mark your records accordingly.

If you have any questions regarding this contract, do not hesitate to contact this office.

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

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>		<b>Group 31807 – FLAT PLASTIC SHEETS (Primarily for Safety Glazing of Buildings) (Statewide)</b>
			<b>Classification Code(s): 13, 30</b>
<b>Award Number</b>	<b>:</b>	<b><u>21916</u></b>	<b>(Replaces Award 19748)</b>
<b>Contract Period</b>	<b>:</b>	<b>June 15, 2010 thru June 14, 2013</b>	
<b>Bid Opening Date</b>	<b>:</b>	<b>March 4, 2010</b>	
<b>Date of Issue</b>	<b>:</b>	<b>July 1, 2010</b>	
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>	
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>	

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Russell B. Patton, Jr. Title : Purchasing Officer I Phone : 518-474-9621 Fax : 518-474-1160 E-mail : russell.patton@ogs.state.ny.us	Procurement Services Group 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

Provision of Flat Plastic Sheets to be used as safety glazing materials to all State and non-State agencies eligible to purchase from State contracts.

**PR # 21916**

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC65137	CURBELL PLASTICS, INC. 6806 CROSSBOW DRIVE E. SYRACUSE, NY 13067	800-446-4624 Ext. 226 315-437-8461 Ext. 226 Chet Wisniewski Fax No.: 315-463-4165 E-mail: cwisniewski@curbellplastics.com Website: www.curbellplastics.com	203391129

NOTE: Curbell accepts the NYS Purchasing Card for all orders up to \$15,000.00.  
 Curbell has Electronic Access Ordering (EDI) available.  
 Curbell will not honor orders for less than the minimum order.  
 Curbell offers a 1% cash discount for payment within 30 days of delivery and/or receipt of voucher.

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

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
**(See "Contract Payments" and "Electronic Payments" in this document.)**

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

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

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

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

(continued)

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

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 shall include 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 tailgate delivery and technical service called for within.

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

**GENERAL REQUIREMENTS:**

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

All Flat Plastic Sheets offered shall be clear, available in industry standard sizes, and masked on both sides. Furthermore, all flat plastic sheets conform to the following standards:

ANSI Z97.1-1984 CR1994, "Glazing Materials Used in building, Safety Performance Specifications and Methods"

ANSI Z26.1-1996, or latest revision, "Safety Glazing Materials for Glazing Motor Vehicle"

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

ASTM D635-06, for Burning Rates

ASTM D1929-96, for Self-Ignition Temperatures

ASTM D2843-99, for Smoke Density Ratings

UL94-1996, for Flammability Ratings

Shall comply with the three major building codes:

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

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

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

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

(continued)

ITEM DESCRIPTIONS:

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

Acrylic sheets shall be as follows: manufactured in a continuous sheet (not extruded), intended for general purpose glazing, unshrunk, masked on both sides, and furnished in industry standard sizes. The acrylic sheets shall be guaranteed against crazing for at least five (5) years of outdoor exposure. The sheets shall have a maximum burn rate of 1.2 inches per minute for 1/8" sheet thickness, as per ASTM D635-06.

	Price per Sheet (All Zones)				
	Number of Sheets per Case (shown in parentheses)				
	<u>Sheet Thickness</u>				
	.100" (1/10") (± .007")	.125" (1/8") (± .007")	.187" (3/16") (± .010")	.250" (1/4") (± .030")	.375" (3/8") (± .021")
<u>Standard Nominal Size</u>					
a. 48" x 96" (32 sq. ft.)	\$30.40 (14)	\$37.76 (11)	\$57.92 (7)	\$72.00 (6)	\$120.96 (4)
b. 63" x 100" (43.75 sq. ft.)	\$41.56 (12)	\$51.63 (9)	\$79.19 (6)	\$98.44 (5)	
c. 51" x 100" (35.42 sq. ft.)	\$33.65 (14)	\$41.80 (11)	\$64.11 (7)	\$79.70 (6)	
d. 60" x 96" (40 sq. ft.)	\$38.00 (12)	\$47.20 (9)	\$72.40 (6)	\$90.00 (5)	\$115.20 (3)
e. 72" x 96" (48 sq. ft.)	\$45.60 (10)	\$56.64 (8)	\$86.88 (5)	\$108.00 (4)	\$181.44 (3)
Price/Sq. Ft. for other available standard sizes:	\$ 0.95	\$1.18	\$1.81	\$2.25	\$3.78

Manufacturer: Arkema  
 Product Name: Plexiglass  
 Guaranteed Delivery: 5 Days A/R/O

(continued)

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

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

The polycarbonate sheet conforms to the requirements of ASTM D3935-09 and ASTM D3801-06; and shall have UL94 flammability rating of V-0, V1 or V-2 (depending on thickness of sheet).

	Price per Sheet (All Zones)			
	Number of Sheets per Case (shown in parentheses)			
	<u>Sheet Thickness</u>			
	.125" (1/8") (± .007")	.187" (3/16") (± .010")	.250" (1/4") (± .030")	.375" (3/8") (± .021")
<u>Standard Nominal Size</u>				
a. 48" x 96" (32 sq. ft.)	\$50.24 (13)	\$70.40 (8)	\$93.44 (6)	\$168.96 (4)
b. 60" x 96" (40 sq. ft.)	\$62.80 (13)	\$88.00 (8)	\$116.80 (6)	\$211.20 (4)
c. 72" x 96" (48 sq. ft.)	\$75.36 (15)	\$105.60 (8)	\$140.16 (6)	\$253.44 (4)
Price/Sq. Ft. for other available standard sizes:	\$1.57	\$2.20	\$2.92	\$5.28

Manufacturer: Sheffield Plastics  
 Product Name: Makrolon, GP  
 Guaranteed Delivery: 5 Days A/R/O

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

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

	Price per Sheet (All Zones)	
	Number of Sheets per Case (shown in parentheses)	
	<u>Sheet Thickness</u>	
	.125" (1/8") (± .007")	.250" (1/4") (± .014")
<u>Standard Nominal Size</u>		
a. 48" x 96" (32 sq. ft.)	\$121.60 (13)	\$186.88 (6)
b. 60" x 96" (40 sq. ft.)	\$152.00 (13)	\$233.60 (6)
c. 72" x 96" (48 sq. ft.)	\$182.40 (13)	\$280.32 (6)
Price/Sq. Ft. for other available standard sizes:	\$3.80	\$5.84

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

(continued)

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

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

	Price per Sheet (All Zones)	
	Number of Sheets per Case (shown in parentheses)	
	<u>Sheet Thickness</u>	
	.125" (1/8") (± .007")	.250" (1/4") (± .014")
<u>Standard Nominal Size</u>		
a. 48" x 96" (32 sq. ft.)	\$142.08 (13)	\$229.44 (6)
b. 60" x 96" (40 sq. ft.)	\$177.60 (13)	\$286.80 (6)
c. 72" x 96" (48 sq. ft.)	\$213.12 (13)	\$344.16 (6)
Price/Sq. Ft. for other available standard sizes:	\$4.44	\$7.17

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

**REQUEST FOR CHANGE:**

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

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**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.

(continued)

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

New York State political subdivisions and others authorized by New York State law may participate in this contract. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

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

**MINIMUM ORDER:**

Minimum order is \$125.00.

Contractor will not honor orders for less than the minimum order.

**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.

**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, Procurement Services Group.

**ESTIMATED QUANTITIES:**

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

Estimated total dollar amount of all contracts to be established for three zones is approximately \$300,000.00 with individual item value, expressed as a percentage as follows:

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

(continued)

**CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for a term of three (3) years as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**PRICE ADJUSTMENT:**

The price is subject to increase or decrease after each 12 month period of the contract. The first adjustment will be twelve (12) months after the contract start date. Price fluctuation shall be commensurate with the percentage of increase or decrease evident in the U.S. Bureau of Labor Statistics, Producer Price Indexes for "Rubber & Plastic Products" "Unsupported plastic film/sheet/other shapes (Series ID: WPU07220501) as compared to the level in effect at the time of the bid opening. (For example, if the PPI for Feb. 2010 is 191.7 and Feb. 2011 is 196.7,  $196.7 - 191.7 = 5$ , which divided by 191.7 equals 2.6%. The price adjustment can be no higher than 2.6%). In the event of a contract renewal, the State will consider an additional price adjustment on the same basis as above.

**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 \$50,000.00.

**INFORMATION TO BE FURNISHED TO AGENCIES UPON REQUEST:**

The contractor shall furnish promptly upon request from any agency, without charge, the items listed below, 1 through 5.

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

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**CENTRALIZED PROCUREMENT CONTRACT FEE (CPCF):**

Amendments to State Finance Law §163-c imposed a centralized procurement contract fee (procurement fee) to be paid by contractors awarded OGS centralized contracts for the purchase of commodities, services or technology. The pricing offered by contractors for the commodity, service or technology is considered by the Office of General Services (OGS) to be inclusive of the fee. The procurement fee is one half of one percent (.005) of total sales made by Authorized Users of centralized contracts.

The fee, covering the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance (“DTF”) no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF’s Online Tax Center:

<http://www.tax.state.ny.us/nysHOME/online.htm>

Quarterly returns must be filed with DTF even if no sales were made under the centralized contract during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation (even if no sales occurred). Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs is available at:

<http://www.ogs.state.ny.us/purchase/ProcurementContractFee.asp>

**NOTE:** Notwithstanding the above, contractors are advised that the Governor’s 2010 budget proposal provides for the repeal of §163-c of the State Finance Law, “Centralized Procurement Contract Fee.” If approved by the Legislature and signed by the Governor, the procurement fee requirement as described above would no longer be applicable to this contract award. As this potential legislative action could have an impact on pricing in this contract award, OGS reserves the right to adjust pricing to reflect the elimination of the one half of one percent (0.005) procurement fee consistent with the pricing methodology, effective the repeal day. Contractors are on notice that the Executive budget proposal for the State Fiscal year 2010-2011 State Budget is subject to legislative debate and discussions, is subject to change, and there is no guarantee that the proposed repeal of the procurement fee will take place.

**DEBRIEFING:**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

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://www.nylovesmwbe.ny.gov/cf/search.cfm>.

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**REPORT OF CONTRACT PURCHASES: (Cont'd)**

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

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

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

**SAMPLES TO BE SUBMITTED BY BIDDER/CONTRACTOR:**

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

**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.

**NEW YORK STATE PROCUREMENT CARD:**

See "Procurement Card" in Appendix B, OGS General Specifications.

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

Purchases of the products included in this 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.).

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"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT: (Cont'd)

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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

**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 bidder 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 bidder.

**GUARANTEE OF POLYCARBONATE SHEET:**

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

**TECHNICAL SERVICE:**

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

**MARKING OF SAFETY GLAZING MATERIALS:**

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

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

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INFORMATION FOR AGENCIES AND POLITICAL SUBDIVISIONS:

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

**PURCHASE ORDER**

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

**CUT-TO-SIZE**

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

**SPECIAL SHAPE(S) & ROUND CORNERS AND DRILLED HOLES**

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

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

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

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

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**State of New York  
 Office of General Services  
 PROCUREMENT SERVICES GROUP  
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “**Product**” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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