

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 35200 - FIREARMS, HANDCUFFS, BATONS & STEEL REACTIVE TARGETS
		Classification Code(s): 46
Award Number	:	<u>18443</u> (Replaces Award 3257-G)
Contract Period	:	July 1, 2003 to June 30, 2007
Bid Opening Date	:	April 22, 2003
Date of Issue	:	July 1, 2003
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jill McCabe Title : Purchasing Officer Phone : 518-474-1064 Fax : 518-474-8676 E-mail : jill.mccabe@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This contract award contains various types of firearms, handcuffs, batons and steel reactive targets for use by law enforcement agencies and others.

PR # 18443-T

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC60422 SB	AMCHAR WHOLESALE INC. 100 Airpark Drive Rochester, NY 14624	800-333-0695 585-328-3951 Mr. Anthony DiChario Fax: 585-328-3749 E-mail: sales@amchar.com Web: www.amchar.com	161374334
PC60423	ATD AMERICAN CO. 135 Greenwood Avenue Wyncote, PA 19095-1396	800-523-2300 Mr. Spencer Zaslow 215-576-1000 Fax: 215-576-1827 E-mail: american@atd.com Web: www.atd.com	231921196
PC60424	EAGLE POINT GUN/ TJ MORRIS & SON 1707 Third Street Thorofare, NJ 08086	856-848-6945 Mr. Thomas Morris, III Fax: 856-384-2938 E-mail: majortjmorrisiiiiusmc@comcast.net	222091273
PC60425	HAMILTON UNIFORMS 5 Chesterfield Road Crosswicks, NJ 08515	609-393-4000 Ms. Sonia Fenick Fax: 609-298-3541	221914532
PC60426	KOHAUT & COMPANY PO Box 518 Mt. Aukum, CA 95656	800-241-7871 530-620-2044 Mr. Harry F. Kohaut, III Fax: 530-620-2046 E-mail: hkohaut@innercite.com Web: www.kohautco.com	568236867
PC60427 SB	NEW YORK POLICE SUPPLY, INC. 1460 Ridge Road East Rochester, NY 14621	800-262-2832 585-467-1370 Mr. Michael Cohn Fax: 585-467-2870 E-mail: nypolicesupply@msn.com	161301974
PC60428	PORTA TARGET, INC. PO Box 418 Grant, FL 32949	321-725-9911 Ms. Debbie Scholem Fax: 321-984-9486 E-mail: sales@portatarget.com Web: www.portatarget.com	592676124
PC60429 SB	PROMARK INTERNATIONAL 134 Merrick Road Amityville, NY 11701	800-645-4443 516-795-6543 Mr. Kenneth Battcher Fax: 516-795-4259 E-mail: promarkint@aol.com Web: www.publicsafetymall.com	113303452

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC60430	RELIAPON POLICE PRODUCTS, INC. 3112 Seaborge Avenue #C Ventura, CA 93003-7648	888-263-4482 865-384-7689 Mr. Rusty Burton Fax: 888-735-4276 865-584-7689 E-mail: reliapon@comcast.net Web: www.reliapon.com	770489590
PC60431 SB	STANDARD LAW ENFORCEMENT SUPPLY CO. 190 Mineola Avenue Roslyn Heights, NY 11577 (Disc: ½ of 1% - 30 days)	800-486-4867 516-484-5892 Mr. John Harrigan Fax: 516-484-4257 E-mail: lupostock@aol.com Web: www.nypolicestore.com	341319290

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 ALL CONTRACT USERS:

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

(continued)

PRICE:

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

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause. Prices are expressed as a discount or mark-up from a nationally published price list.

ACCEPTANCE OF NYS PROCUREMENT CARD:

The following contractors have indicated that they will accept the NYS Procurement Card for orders up to \$2,500.

ATD American Co.
Kohaut & Company
Porta Target, Inc.
Promark International
Reliapon Police Products

However, no additional discount for purchases made with the NYS Procurement Card will be allowed.

SPECIAL ORDERING INSTRUCTIONS:

The following contractor offers Electronic Access Ordering (EDI):

Promark International
Reliapon Police Products

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

(continued)

LOT I - FIREARMS

<u>Item No.</u>	<u>Description</u>	<u>-% Discount from List Price</u>	<u>Catalogue/ Price List Identification</u>
1.	Beretta Law Enforcement Pistols (includes Compact, Small, Medium & Large Frame & Accessories)	- 5.1%	2003 Law Enforcement Price List effective 11/10/02 (Sugg. Dept. Price FET Out)
	Shotguns & Accessories	- 5.1%	

Note: All handguns sold in New York State require a fired cartridge; therefore ordering agencies should add a \$7.00 factory charge for each Beretta handgun ordered.

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 1: AMCHAR WHOLESALE INC.

2.	Colt		
	Pistols & Accessories	- 1.0%	2002 Current Law Enforcement Models & Prices effective 9/01/02 (Price FET Out)
	Revolvers & Accessories	- 1.0%	
	Rifles, Semi-Automatics & Accessories	- 1.0%	
	Sporting Arms & Accessories	- 1.0%	

Delivery: 60 Days ARO

CONTRACTOR LOT I, ITEM 2: AMCHAR WHOLESALE INC.

3.	Glock		
	Pistols	- 2.0%	2002 L/E Pistol Price List (Suggested Agency)
	Sporting Arms	- 4.9%	2001 Commercial Suggested Dealer Price List

Delivery: 60 Days ARO

CONTRACTOR LOT I, ITEM 3: AMCHAR WHOLESALE INC.

4.	Heckler and Koch		
	Pistols & Accessories	- 3.00%	2003 Suggested L/E Prices effective January 1, 2003 (Suggested L.E. Price)
	Rifles, Semi-Automatics & Accessories	- 3.00%	
	Shotguns & Accessories	- 3.00%	
	Sporting Arms & Accessories	- 3.00%	

Delivery: 60 Days ARO

CONTRACTOR LOT I, ITEM 4: AMCHAR WHOLESALE INC.

(continued)

LOT I - FIREARMS (cont'd)

<u>Item No.</u>	<u>Description</u>	<u>% Discount from List Price</u>	<u>Catalogue/ Price List Identification</u>
5.	Mossberg		
	Shotguns & Accessories	- 42.0%	2003 Mossberg L/E Distributor Price List effective Jan. 1, 2003 (Retail)
	Sporting Arms & Accessories	- 42.0%	2003 Mossberg Distributor Price List effective Jan. 1, 2003 (Retail)

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 5: AMCHAR WHOLESALE INC.

6.	Remington		
	Rifles, Semi-Automatics & Accessories	+ 5.8%	2003 Remington L/E Firearms Net Price List effective 12/01/02 (Tax Out)
	Shotguns & Accessories	+ 5.8%	
	Sporting Arms & Accessories	- 30.0%	2003 Remington Price List (Retail - pgs. 4-30 only)

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 6: AMCHAR WHOLESALE INC.

7.	Ruger		
	Pistols & Accessories	- 40.0%	2003 L/E Distributor Price List effective December 1, 2002 (Retail)
	Revolvers & Accessories	- 40.0%	
	Rifles, Semi-Automatics & Accessories	- 40.0%	2003 Distributor Price List Effective December 1, 2002 (Retail)
	Sporting Arms & Accessories	- 40.0%	

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 7: AMCHAR WHOLESALE INC.

8.	Savage		
	Rifles, Semi-Automatics & Accessories	- 30.0%	2003 Distributor Price List (Retail)
	Sporting Arms & Accessories	- 30.0%	

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 8: AMCHAR WHOLESALE INC.

9.	SigArms		
	Pistols & Accessories	- 9.5%	2003 Law Enforcement Price List effective 11/01/02 (FET Exempt Suggested Agency)
	Rifles, Semi-Automatics & Accessories	- 9.5%	
	Sporting Arms & Accessories	- 23.0%	2003 Retail Price List effective October 1, 2002 (Retail)

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 9: AMCHAR WHOLESALE INC.

(continued)

LOT I - FIREARMS (cont'd)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>% Discount</u> <u>from List Price</u>	<u>Catalogue/</u> <u>Price List</u> <u>Identification</u>
10.	Smith & Wesson	Pistols - 38.0%	Smith & Wesson Suggested Retail Price List effective 01/01/03 (Sugg. Retail)
		Revolvers - 38.0%	
	Rifles, Semi-Automatics	- 38.0%	
	Shotguns	- 38.0%	
	Sporting Arms	- 38.0%	

Note: Discounts are valid for Federal Excise Tax exempt orders. All other non-Federal Excise Tax exempt orders discount will be -28.0%.

Delivery: 30-90 Days ARO

CONTRACTOR LOT I, ITEM 10: STANDARD LAW ENFORCEMENT SUPPLY CO.

11.	US Repeating Arms (Winchester)		2003 Confidential US Distributor Price List effective 11/01/02 (Retail)
	Rifles, Semi-Automatics & Accessories	- 32.6%	
	Shotguns & Accessories	- 32.6%	
	Sporting Arms & Accessories	- 32.6%	

Delivery: 45 Days ARO

CONTRACTOR LOT I, ITEM 11: AMCHAR WHOLESALE INC.

12.	Benelli	Shotguns Only - 32.0%	January 1, 2003 Federal Excise Tax Exempt Price List (Retail)
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Delivery: 60-180 Days ARO (Class III guns require a minimum of 90 days.)

CONTRACTOR LOT I, ITEM 12: EAGLE POINT / T.J. MORRIS & SON

12A.	Para-Ordnance	Pistols & Accessories + 7.0%	Para-Ordnance Law Enforcement Distributor Price List effective 01/01/03 (Dist \$ FET Out)
		Sporting Arms & Accessories - 33.0%	Para-Ordnance Distributor Price List effective 01/01/03 (Retail)

Delivery: 30 Days ARO

CONTRACTOR, LOT I ITEM 12A: AMCHAR WHOLESALE INC.

(continued)

LOT I - FIREARMS (cont'd)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>% Discount</u> <u>from List Price</u>	<u>Catalogue/</u> <u>Price List</u> <u>Identification</u>
12B.	Ithaca Sporting Arms & Accessories	- 20.0%	Ithaca LLC Product Offerings effective January 1, 2003 (Sugg. Retail)

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 12B: AMCHAR WHOLESALE INC.

12C.	Bushmaster Rifles, Semi-Automatics & Accessories	- 2.5%	2003 Law Enforcement Models (FET Exempt) and Bushmaster Law Enforcement Dealer Program 2003 (FET Exempt)
	Sporting Arms & Accessories	+ 5.0%	

**Bushmaster Confidential Prices -
Master Distributor 2003 (FET Out)**

Delivery: 60 Days ARO

CONTRACTOR LOT I, ITEM 12C: AMCHAR WHOLESALE INC.

12D.	Kahr Arms Pistols & Accessories	+ 4.0%	2003 Law Enforcement Distributor Program effective October 15, 2002 (FET Out)
	Sporting Arms & Accessories	- 37.0%	

**2003 Commercial Distributor
Program effective October 15, 2002**
(Retail)

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 12D: AMCHAR WHOLESALE INC.

12E.	FNH USA Inc. Pistols & Accessories	- 10.0%	2003 Law Enforcement Agency Price List
	Rifles & Accessories	- 10.0%	
	Shotguns & Accessories	- 10.0%	

Delivery: 30 Days ARO

CONTRACTOR LOT I, ITEM 12E: AMCHAR WHOLESALE INC.

(continued)

LOT II - HANDCUFFS & RELATED RESTRAINTS

Note: Disposable handcuffs are currently a preferred source item and therefore are not represented on this award. If interested in purchasing disposable restraints, please contact the NYS Industries for the Disabled.

<u>Item No.</u>	<u>Description</u>	<u>% Discount from List Price</u>	<u>Catalogue/ Price List Identification</u>
1.	American Handcuff Co.		<u>NO AWARD</u>
2.	Peerless	- 51.0%	Retail Price List effective 10/21/02

Delivery: 30 Days ARO

CONTRACTOR LOT II, ITEM 2: AMCHAR WHOLESALE INC.

3.	Smith & Wesson	- 33.0%	Smith & Wesson Domestic Confidential Handcuff Distributor Price List effective 01/01/03 (Sugg. Retail)
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Delivery: 30 Days ARO

CONTRACTOR LOT II, ITEM 3: AMCHAR WHOLESALE INC.

4.	C & S Security	- 12.0%	2003 Product List (Retail)
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Delivery: 30 Days ARO

CONTRACTOR LOT II, ITEM 4: AMCHAR WHOLESALE INC.

5.	Hiatt Thompson	- 25.0%	2002/03 Hiatt-Thompson Retail Price List
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Delivery: 10 Days ARO

Agencies may purchase items electronically at:
CQBSUPPLY.COM

CONTRACTOR LOT II, ITEM 5: RELIAPON POLICE PRODUCTS INC.

5A.	Tactical Restraints	- 20.0%	Tactical Restraints Law Enforcement Agency Price List effective January 1, 2003
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Delivery: 30 Days ARO

CONTRACTOR LOT II, ITEM 5A: PROMARK INTERNATIONAL

(continued)

LOT II - HANDCUFFS & RELATED RESTRAINTS (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>% Discount from List Price</u>	<u>Catalogue/ Price List Identification</u>
5B.	Hamburger Woolen Company (HWC)	- 25.0%	HWC 2002 Price Book (pg. 27 top; pg. 28 all keys)

Delivery: 30 Days ARO

CONTRACTOR LOT II, ITEM 5B: PROMARK INTERNATIONAL

5C.	ASP	- 26.0%	Retail Price Schedule effective January 2003 (pg. 6)
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Delivery: 30 Days ARO

CONTRACTOR LOT II, ITEM 5C: PROMARK INTERNATIONAL

LOT III - BATONS

1.	Casco International	- 31.5%	2003 Distributor Price List effective January 1, 2003 (Retail Price)
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Delivery: 30 Days ARO

CONTRACTOR LOT III, ITEM 1: NEW YORK POLICE SUPPLY INC.

2.	Kohaut & Co.	Net	2002-2003 Police Department Baton Pricing effective 8/01/02
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Delivery: 30 Days ARO

CONTRACTOR LOT III, ITEM 2: KOHAUT & CO.

3.	MK Ballistic Systems	- 17.0%	Law Enforcement Price List effective 2/18/02
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Delivery: 14 Days ARO

CONTRACTOR LOT III, ITEM 3: ATD AMERICAN CO.

4.	Monadnock	- 35.8%	Distributor Price List effective January 1, 2003
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Delivery: 30 Days ARO

CONTRACTOR LOT III, ITEM 4: NEW YORK POLICE SUPPLY INC.

(continued)

LOT III - BATONS (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>% Discount from List Price</u>	<u>Catalogue/ Price List Identification</u>
5.	ASP	- 34.0%	Retail Price Schedule effective January 2003 (page 1)

Delivery: 30 Days ARO

CONTRACTOR LOT III, ITEM 5: NEW YORK POLICE SUPPLY INC.

5A.	H.W.C.	- 10.0%	HWC 2002 Price Book (pgs. 30-33)
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Delivery: 30 Days ARO

CONTRACTOR LOT III, ITEM 5A: PROMARK INTERNATIONAL

5B.	PPCT, LLC	- 25.0%	Mixson Dealer/Distributor Price List effective January 15, 2003 (PPCT Products; last page, last section)
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Delivery: 30 Days ARO

CONTRACTOR LOT III, ITEM 5B: PROMARK INTERNATIONAL

LOT IV - STEEL (& OTHER) REACTIVE TARGETS

1.	Speedwell	- 36.0%	2002 Speedwell Price Schedule effective July 1, 2002 (pgs. 25-31)
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Delivery: 45 Days ARO

CONTRACTOR LOT IV, ITEM 1: HAMILTON UNIFORMS

2.	Porta Target	- 5.0%	2002 Porta Target Price List
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Delivery: 30 Days ARO

CONTRACTOR LOT IV, ITEM 2: PORTA TARGET INC.

DELIVERY:

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

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CONTRACT PERIOD AND RENEWALS:

Discounts quoted are firm for the entire period of the contract. Discount reduction will not be allowed. Price decreases or discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions on a yearly basis up to an additional five years.

GUARANTEE:

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

EXTENSION OF PRICES:

Political subdivisions and others authorized by law may participate in contracts resulting from this bid opening. These include, but are not limited to, local governments, public schools, fire districts and certain nonpublic/nonprofit organizations.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates.

EXTENSION OF USE:

This contract 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.

INSTRUCTION MANUALS:

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

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish 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>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

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

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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 "Recycled or Recovered Materials" in Appendix B, OGS General Specifications.

SURETY BOND:

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

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

in the amount of \$10,000.00 for the faithful performance of the contract. The **LETTER OF CREDIT, PERFORMANCE BOND, PAYMENT BOND**, etc., shall name as beneficiary the State of New York, Office of General Services, and may be invoked to the benefit of the State of New York, Office of General Services, upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the State of New York.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

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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.

PRICE CHANGES:

Updates (additions and deletions) to the catalog may be made, and will become a part of the contract, whenever made by the manufacturer. This office must be notified immediately to process the approval and make proper notification so orders and payments will not be delayed.

New price lists will be accepted when nationally published by the manufacturer in its normal manner. This office must be notified immediately in writing with three copies each of the new price list to ensure proper approval and inclusion in the contract.

The contractor shall provide using agencies with current approved catalogs/price lists or appropriate portions thereof upon request at no charge.

(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 2nd Tower - Empire State Plaza
Albany, New York 12242
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