

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.ny.gov>

3rd REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 02400 - GROCERIES (Rochester Area) Classification Code(s): 50
Award Number	:	<u>18030</u> (Replaces Award 1969)
Contract Period	:	July 1, 2003 to June 30, 2012
Bid Opening Date	:	February 6, 2003
Date of Issue	:	March 20, 2003 Update: August 9, 2011
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 : Terry Deere Riley Title : Purchasing Officer I Phone : 518-474-2717 Fax : 518-474-5052 E-mail : terry.deere@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

This award provides State and eligible non-state agencies located in Central, New York with food, household items and sundries. Price guides are provided by the contractor. Use of contract is not mandatory.

PR # 18030-T

(continued)

NOTE: See individual contract items to determine actual awardees.

CONTRACT # CONTRACTOR & ADDRESS TELEPHONE # FED.IDENT.#

PC60164 SB	PALMER DISTRIBUTING, INC. 320 Hoffman St. Newark, NY 14513 Disc: 1% - 15 Days	800-366-8229 x308 315-331-0926 x308 Douglas F. Palmer or Jason Palmer Fax No. 315-331-1538 E-mail: DPalmer@palmerdistributing.net jpalmer@palmerdistributing.net	160969318
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Emergency Delivery
Contact Person:
Jason Palmer
Cell : 315/573-1658
Additional charge: \$100.00

Reduction for high value orders totaling \$3,000 or more: **1.5%**
Delivery charge below \$300.00
 \$299.99 to 199.99 - \$15.00
 \$199.99 or less - \$30.00

Contractor will accept the NYS Purchasing Card for orders up to \$2,500.

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

(continued)

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.

PRICE:

“NET NYS DELIVERED PRICE”

All prices for the contract are net FOB destination any point in New York State as designated by ordering agency and shall include:

- consolidated deliveries of all products requested by an ordering facility for all product categories listed herein on the facility’s scheduled delivery date
- application of “Percent Upcharge Bid” to cost
- inside delivery if required
- pricing in effect on day of delivery
- pricing for products in the PRICE GUIDE being the same to each location regardless of shipping point
- palletized or cart/hand truck delivery as required by ordering facility (see separate “DELIVERY” clause)
- “restricted” delivery (see separate “DELIVERY” clause)
- furnishing of updated PRICE GUIDES to all sites on a timely basis
- use of appropriate vehicles to accommodate site limitations
- compliance with local ordinances and restrictions
- upon mutual agreement expansion of delivery locations in accordance with the “Extension of Use” clause.

PRICE CHANGES

For product listed in the PRICE GUIDE, price changes (either upward or downward) will be allowed weekly on DAIRY, etc., and MEAT, etc.; and monthly on FROZEN, etc., AMBIENT, etc., and NONFOOD, during the contract period in accordance with contractor’s product and incoming freight costs (less applicable reductions, etc.). For product not listed in the PRICE GUIDE, price is based on the contractor's participating branch/company /warehouse/ distribution center’s product and incoming freight costs (less applicable allowances, etc.) in effect on the day of delivery.

Since price changes are permitted, the State may audit contractor invoices to verify pricing (see separate “AUDITING” clause.)

PURCHASE ORDERS:

The contractor accepts electronically transmitted and facsimile orders. The contractor accepts orders up to 48 hours in advance of the regularly scheduled delivery day. [See also “DELIVERY” clause.]

Agencies which are capable of electronic data interchange must be provided software on request at no charge. (See "QUALIFICATION OF BIDDER" clause.)

Purchase orders are effective and binding upon the contractor when transmitted to the contractor at the address shown on the award.

If a purchase order requires clarification, it is the contractor’s responsibility to resolve it prior to shipment.

MINIMUM DELIVERY WITHOUT DROP CHARGES:

Minimum delivery without a “drop” charge, (i.e., a delivery fee, an additional cost added to invoice, etc.), for each (single) destination shall be \$300.00. The \$300.00 minimum is for aggregate total of all products ordered for a delivery day; products may be on more than one purchase order, products may be on more than one invoice.

There shall be no additional charges, fees, delivery costs, etc., for back orders (product previously ordered and not delivered by contractor).

(continued)

EMERGENCY DELIVERY:

An additional charge for an "emergency delivery" which requires an unscheduled delivery and contractor has no delivery vehicles in the area. Palmer Distributing, Inc. - \$100.00.

WILL CALL/PICK-UP ORDERS:

Palmer Distributing, Inc. has 0% reduction for pick-up.

Pick-ups may be made - Monday thru Friday at 8:00 AM - 4:00 PM, and on Saturday at 9:00 AM - 11:30 AM.

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.

AUDITING:

The State (or the State's designee) shall have the right to verify and audit costs, billings, pricing, agreements, as identified above in "PRICE". The contractor shall provide requested invoices, billings, etc., within seven calendar days of request.

The following signed and dated statement must be provided with invoices and other cost information provided to the State: "We certify the invoices and other cost information submitted are correct and include all applicable allowances, promotions, rebates, etc., available to the State of New York."

Failure to provide requested information within seven calendar days of request may be the basis to reject a bid, cancel a contract, or initiate other appropriate action. There is the expectation that invoices, billings, etc., may be requested for approximately five to ten products for auditing and verification for each month of the contract. The number of products involved and the frequency of requests may be modified.

The State (or the State's designee) shall have the right to verify costs, billings, etc., by contacting contractor's suppliers and shippers. Failure on the part of contractor's suppliers or shippers to provide requested information within eighteen calendar days of request may be the basis to request a responsibility hearing, direct the contractor to use another supplier, or initiate other appropriate action.

The State (or the State's designee) may also conduct on-site verification and auditing. This may occur once a year as follows:

- Duration to be for one day.
- A list of approximately half the items to be audited will be furnished to the contractor two days prior to the arrival of State personnel.
- A list of approximately half the items to be audited will be furnished to the contractor the day of the on-site audit.
- State personnel will review original invoices, bills, vendor agreements, payment documents, etc.
- Contractor will permit and arrange for copies to be made of material being reviewed. (Note: Such material is understood to be "confidential".)
- Any discrepancies will be discussed.

(continued)

AUDITING: (Cont'd)

Periodically the State may compare copies of invoices, etc., submitted for previous months off-site audits with original documents. This may involve approximately five to fifteen invoices; half to be identified two days prior to review and the other half to be identified the day of review.

Summaries of monthly and on-site audits may be furnished to the Office of the State Comptroller. It is anticipated a summary will include a spreadsheet identifying time period, product, stock number, product cost, incoming freight, reductions (if any), subtotal cost, upcharge factor, calculated Net NYS Delivered Price, price on Price Guide, comparison of "calculated" vs. Price Guide. Also, reasons for differences, monetary amounts involved, and follow-up action to be taken will be stated.

The above requirements are not intended to be restrictive; the State reserves the right to expand or diminish audit requirements as it deems proper and necessary to preserve the integrity of the contract.

PURCHASES FROM PRICE GUIDE:

GENERAL

Agencies are to make purchases from the contractor's PRICE GUIDE.

COST LISTS AND PRICE GUIDES

Contractor shall provide the Office of General Services with an updated COST LIST as the contractor prepares an updated PRICE GUIDE for participating facilities. The updated COST LISTS and "new" PRICE GUIDES shall arrive at the Office Of General Services at least 3 days before effective date of Price Guide.

PRICE GUIDES shall be updated weekly and monthly as noted in the "PRICE" clause (See "PRICE CHANGES" portion).

FURNISHING PRICE GUIDES

At no charge to contract participants, the Contractor must prepare, supply, and keep current for all sites a PRICE GUIDE which is to include: Net NYS Delivered Prices; product descriptions; product brand or manufacturer; product stock number; and pack for each product accepted by the State. The Price Guides must arrive to the authorized users and OGS, either with hard copy or electronically, 3 days before the effective date of the PRICE GUIDE.

ADDITION OF PRODUCTS

Subsequent to award, consideration may be given to the addition of products to contract as a part of the Price Guide, if such products are:

- Needed by a client agency;
- Similar to those already awarded, or are of the same product line, or are included in bidder's (and/or subsequently in contractor's) Product Catalog.

If a proposed addition is on product not awarded previously because of pricing or some other reason, it must be clearly demonstrated pricing is reasonable and/or the reason for not awarding previously has been appropriately resolved. Also, a contractor shall not refuse a request from the State to add a product to PRICE GUIDE if the product is readily available from a supplier.

SPECIAL PURCHASES:

The contractor may negotiate for, secure, deliver, etc., products needed by an agency which are not ordinarily a part of the contractor's standard product line or which represent a special value. If such a purchase is of high volume, to be shipped directly to ordering agency by manufacturer/processor, etc., contractor may offer a discount. Whenever a SPECIAL PURCHASE is made, the ordering agency is to document reasonableness of price.

(continued)

DELIVERY:

GENERAL

Contractor shall be able to deliver at least once a week to each location on a consolidated basis of all products requested by an ordering facility for all product categories listed herein on the facility's scheduled delivery date. Deliveries shall be on weekdays during normal business hours. Each delivery location shall be notified by the contractor at the inception of the contract of its regularly scheduled delivery day(s). Contractor shall contact ordering facility prior to making delivery if regularly scheduled delivery date is changed.

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.) Basement deliveries may be required.

OUT OF STOCK/NOT AVAILABLE PRODUCT

Contractor must have available at least 95% of the items ordered. Contractor shall notify ordering facility of out of-stock/not available products as soon as practical after receipt of order, but in no event no later than the day before delivery.

Suitable substitution shall be made with the consent of the customer in the event of out of stock/not available product situations. Such substitutions shall be of same grade, quality, etc. Substitutions should not be made on a continuing basis. Explanation of repeated/continued substitutions shall be made to the State. Out-of-stock/not available product situations may be a basis for cancellation of contract and/or charging back for obtaining such product elsewhere.

REPLACEMENT

Any claim of product delivered that is unusable (damaged, rotten, unedible, unacceptable substitution, etc.), shall be resolved by credit, substituting or other applicable means within three (3) days upon notice from receiving agency. If a satisfactory resolution is not reached between the ordering agency and the contractor, a decision may be made by Office of General Services which shall be final.

REFRIGERATION

Product integrity, wholesomeness, safety, fitness, etc., shall be preserved by maintaining proper temperature with the use of refrigerated/freezer trucks for refrigerated and frozen goods; ambient trailers shall not be used to ship refrigerated/frozen product.

PALLETIZATION

("Large" deliveries; deliveries to community residences will not ordinarily be palletized) – Contractor to furnish commodity palletized on either 48" x 40" OR 40" x 32" four way GMA pallets as required by ordering facility. Overall height, commodity plus pallet, shall not exceed 66"; maximum weight not to exceed 3,500 pounds. All shipping units shall have a uniform block and tier. Containers shall be strapped to pallets or shrink-wrapped to prevent movement of the load. Pallet will be returned or exchanged to contractor at time of delivery, on subsequent deliveries, or as arranged between the contractor and the ordering agency.

While contractor may utilize double palleting in shipping, State facilities do NOT have the ability to unload or handle double pallets. If double palleting is used, contractor is responsible for unloading and ensuring safe handling.

Mixed loads of dissimilar products are to be avoided, as well as inappropriate stacking of heavy/dense items on top of light items.

Some facilities have limited receiving capabilities. Contractor must provide cart/hand truck delivery when required by ordering facility.

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DELIVERY: (Cont'd)

STRAPPING/SHRINK WRAPPING

Stacked product shall be adequately strapped or shrink wrapped to prevent tipping and other movement during shipping so as to prevent damage, to ensure prompt unloading, to avoid the need for restacking, etc.

LISTING OF SELECTED SITES

"COMMUNITY RESIDENCE LOCATIONS" identifies a selected number of NYS OMRDD sites which have used award in the past. There is no guarantee these sites will continue to use award. Also, this listing is not restrictive; other locations, other State agencies, county facilities, etc., may also use award.

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.

CONTAINERS FOR CORRECTIONAL FACILITIES

Correctional Facilities, and possibly some other institutions or facilities, require packaging and containers which do not present security problems (i.e. wire, metal, sharp edges, glass, etc., which may possibly be fashioned into a weapon). Consequently, the contractor may be required to modify and/or change packaging and/or containers for delivery to some locations, in order to reduce potential security problems. There shall be no increase in pricing for making adjustments in packaging or containers used as a result of security requirements.

CONTRACT PERIOD AND RENEWAL:

It is the intention of the State to enter into a contract for the term as indicated on Page 1. However, the State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the requested date of cancellation. Cancellation will become effective the first of the month following the 1 month notification. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

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 of thirty-six (36) months.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

(continued)

RESERVATIONS:

RESTRICTIONS ON PURCHASING

Alcoholic beverages are not to be purchased. In addition, prior approval of OSC must be secured by an ordering NYS agency for non-food products if the non-food product:

- Is not in the PRICE GUIDE; AND
- Unit Price exceeds \$1,000; OR
- Aggregate total exceeds \$15,000.

"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.

EXIGENCY

The State reserves the right to negotiate, and/or have a solicitation to meet exigencies arising from unforeseen causes at no expense to the contractor where there is an unanticipated need for product or quantity that the contractor is unable to furnish more expeditiously than agreed to under the contract terms.

CHANGES IN PROGRAM AND/OR FUNDING

In addition to, and in accordance with, Section 41 of the State Finance Law, the State shall have no liability or obligation to a contractor, supplier, firm or person, if there should be a change in an agency's or a facility's program, operations, responsibilities, funding, staffing, or appropriation, which results in a change in ordering, a change in requirements, a change in contract, a cancellation of contract, etc. The State's past history of ordering, as well as any "forecasts", may not be indicative of ordering in the future.

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 school and fire districts and certain nonpublic/nonprofit organizations.

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

ASSIGNMENT OF MONIES:

Approval of the Commissioner is not required for the assignment of monies due for contract deliveries. On deliveries made to State agencies, such assignments must be filed by the contractor directly with the Office of the State Comptroller. For political subdivisions and other non State facilities authorized by law to participate in State contracts, the contractor must notify these ordering facilities directly of any assignment of monies due.

Copies of any assignment of monies notification must also be sent by the contractor to the N.Y.S. Office of General Services, Procurement Services Group.

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PAYMENTS OF INTEREST:

The payment of interest on certain payments due and owed by a State agency may be made in accordance with the criteria established in Article 11A of New York State Finance Law and the Comptroller's Bulletin No. A-91.

The terms of Article 11A apply only to procurements by and the consequent payment obligations of State agencies. Neither expressly nor by any implication is the new statute applicable to non-State agency purchasers. Nor, of course, is the Office of General Services or the Office of the State Comptroller responsible for payments (see General Specification Clause 69) on any purchases made by a participating political subdivision or other authorized entity.

EXTENSION OF USE:

Any contract resulting from this bid solicitation may be extended to other New York State and non-state facilities beyond (outside) the identified region, as well as 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.

DISPOSITION OF RESTITUTION, DAMAGES, ETC.:

The Office of General Services has the right to determine the disposition of any settlements, restitution, liquidated damages, etc., which arise from the administration of this contract.

PREFERRED SOURCE PRODUCTS:

Section 162 of the State Finance Law requires that agencies afford first priority to the products of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products meet the form, function and utility of the agency. Some products in the resultant contract(s) may be available from one or more preferred sources. In the Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources.

Resultant contractors will be required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

Agencies Note: Some products in this contract may be available from one or more preferred sources.

Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products available from preferred sources which meet your form, function and utility.

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].
- EMERGENCY SERVICE (see "Qualification Of Bidder" clause).
- ACCEPTANCE OF FACSIMILE AND ELECTRONICALLY TRANSMITTED ORDERS (see "Qualification of Bidder" clause).
- EDI Software (See "Qualification Of Bidder" clause).

(continued)

REPORTS:

Every six months the contractor shall provide four types of reports as noted below. Reports are to be forwarded to the Office of General Services and to the Central Office for the involved facilities.

- Aggregate Total - Total sales (cumulative to date) for the entire contract (all sites) by VALUE. [Not a breakdown by site, merely a single total.]
- By Descending Value - A descending listing by total value for each item product/delivered.
- By Item - Aggregate (cumulative to date) sales for each item/product listing showing QUANTITY and VALUE.
- By Location - Individual listing of total dollar value for each order/invoice for each site. To include name of facility, address, date of order/invoice, and value of order/invoice.

OVERLAPPING CONTRACT ITEMS:

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

PRODUCT REQUIREMENTS:

GENERAL

Product shall be the same as furnished to the general trade, meet or exceed USDA, USDC, State, and industry standards and requirements; have a freshness parameter so that the facilities have sufficient time from the date of delivery to consume these foods before quality deteriorates; conform to State, Federal and industry standards with respect to safety. Conformance to standards and requirements shall include, but not be limited to: weights, measures, fill of containers, drained weights, contamination, or condition on delivery.

The contractor guarantees any product delivered complies in all respects with standards and regulations established by Federal or New York State laws including the Federal Food, Drug and Cosmetic Act, decisions of the U.S. Department of Agriculture, and decisions of the U.S. Department of Commerce. The contractor also guarantees any product delivered is not adulterated or misbranded within the meaning of standards and regulations established by Federal or New York State laws. The contractor may be required to submit letter of guarantee from manufacturer stating their compliance with Federal and/or New York State laws and regulations.

All requirements apply to any product listed herein, as well as to any product which may be purchased from contract.

PATHOGENS

No Escherichia coli 0157:H7, or any other pathogens, are permitted in any product.

FROZEN PRODUCT

The maximum time products may be held in a frozen state prior to delivery shall be as follows:

FRESH FROZEN MEAT (except Ground and Diced Meat) - 90 days.

GROUND & DICED MEATS - 45 days.

CURED & PROCESSED MEAT - 45 days.

KOSHER AND PASSOVER CERTIFICATION

Any product designated as "Kosher" shall comply with all requirements and be labeled with the correct certification.

Any product designated as "Passover" shall comply with all requirements for Passover and be labeled with the correct certification. Kosher labeling and requirements must be acceptable to the ordering agency.

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PRODUCT REQUIREMENTS: (Cont'd)

GRADES & SPECIFICATIONS

The sites have the right on demand, to request verification that the specifications and grades for the food ordered are being provided by the contractor.

PRODUCT ACCEPTABILITY

If a site complains that a product is not acceptable due to poor quality, taste, color, etc., the contractor shall offer a substitute product at the same or lower price. If the problem cannot be resolved within 72 hours, either the site or the contractor can appeal to the Office of General Service whose decision shall be final.

SAMPLES AND TESTING

The State has the right to request samples at no charge and test any product purchased by the sites in order to determine whether the item is acceptable and meets specifications and grades.

(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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