**CONTRACT AWARD NOTIFICATION**

<table>
<thead>
<tr>
<th>Title</th>
<th>Group 33714 - Epoxy-Based Polymer Resins For Concrete Surface &amp; Bridge Deck Maintenance &amp; Repair (Statewide)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Number</td>
<td>20325</td>
</tr>
<tr>
<td>Contract Period</td>
<td>October 1, 2006 to September 30, 2008</td>
</tr>
<tr>
<td>Bid Opening Date</td>
<td>May 31, 2006</td>
</tr>
<tr>
<td>Date of Issue</td>
<td>October 5, 2006</td>
</tr>
<tr>
<td>Specification Reference</td>
<td>As Incorporated In The Invitation for Bid</td>
</tr>
<tr>
<td>Contractor Information</td>
<td>Appears on Page 2 of this Award</td>
</tr>
</tbody>
</table>

**Address Inquiries To:**

<table>
<thead>
<tr>
<th>State Agencies &amp; Vendors</th>
<th>Political Subdivisions &amp; Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>James E. Malone</td>
</tr>
<tr>
<td>Title</td>
<td>Purchasing Officer I</td>
</tr>
<tr>
<td>Phone</td>
<td>518-473-2428</td>
</tr>
<tr>
<td>Fax</td>
<td>518-474-8676</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:James.Malone@ogs.state.ny.us">James.Malone@ogs.state.ny.us</a></td>
</tr>
</tbody>
</table>


**Description**

This award is for Epoxy based Polymer Resins represents a new technology in highway and bridge maintenance being offered for use in New York State road and bridge maintenance for use on concrete surfaces, that can be used in both vehicular and pedestrian applications. In its first form it produces a thin, skid resistant relatively impervious overlay that prevents the ingress of moisture, chlorides, salts, and other corrosion inducing substances. In the second formulation it is a low viscosity gravity fed crack sealer for concrete which has a quick curing period, resulting in high strength repair under minimum downtime and a rapid restoration of service.

PR # 20325
NOTE: See individual contract items to determine actual awardees.

<table>
<thead>
<tr>
<th>CONTRACT #</th>
<th>CONTRACTOR &amp; ADDRESS</th>
<th>TELEPHONE #</th>
<th>FED. IDENT.#</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC62643</td>
<td>Poly-Carb Inc.</td>
<td>(800) 225-5649</td>
<td>341130940</td>
</tr>
<tr>
<td>MBE</td>
<td>33095 Bainbridge Road</td>
<td>(440) 248-1213</td>
<td>Puneet Singh</td>
</tr>
<tr>
<td></td>
<td>Salon, Ohio 44139</td>
<td>(440) 248-1513-fax</td>
<td><a href="mailto:puneet@poly-carb.com">puneet@poly-carb.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="http://www.poly-carb.com">www.poly-carb.com</a></td>
</tr>
</tbody>
</table>

Poly-Carb Inc. will accept the New York State Procurement Card for orders up to $10,000.
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.

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,
NOTE TO AUTHORIZED USERS (continued):
- 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).

SCOPE:
This contract award enables New York State agencies, and political subdivisions the opportunity for procurement of epoxy-based polymer resins for use as bridge deck treatments on highway structures with a concrete wearing surface. Available in two formulations, Item 1 works as an impervious overlay that will prevent the ingress of moisture, chlorides, salts, and other corrosion inducing substances. The overlay is typically applied at a thickness of ¼” to ½” which eliminates the need to relocate joints, end dams, or drainage structures. A hard, durable aggregate is then broadcast into the resin prior to cure to provide an excellent skid resistant surface that can be used for vehicular and pedestrian applications. Item 2 involves the use of a low viscosity gravity fed epoxy based crack filler. The relatively short curing period of the epoxy polymer resin assures a minimum downtime and a rapid restoration of service.

PRICE:

**General** - Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the “Extension of Use” Clause.

**Lower Pricing** - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor’s normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

**Price Changes** - Prices are firm through the first four months after the contract award. Thereafter, contract prices are subject to increase or decrease during the contract period in accordance with the terms of the Price Adjustment Clause as found beginning on page 8 of this document. Request for price changes at any other time will not be granted unless an “Unworkable Price Structure” situation develops (please see more on this below).

**Unworkable Price Structure** - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor’s business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

MINIMUM ORDER:
- Each item consists of a 2 part mixture consisting of an epoxide resin and hardener which, when combined in a 1:1 ratio, forms the working polymer treatment.
- Minimum order shall be for three hundred gallons of working polymer: [Three (3) drums of Part A & Three (3) drums of Part B.]
- The Contractor has stated they will honor orders less than the minimum order.
ITEMS AWARDED:

LOT I – Epoxy Based System for Thin Polymer Overlay Applications.

<table>
<thead>
<tr>
<th>ITEM #1</th>
<th>Unit Price Per Gallon</th>
<th>Total Gallons per Package (2 Drums =1Package)</th>
<th>Price per Package.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Part EPOXY RESIN for Thin Polymer Overlay for Concrete Surfaces &amp; Bridge Decks: per specifications Working Polymer Mix</td>
<td>$15.47</td>
<td>100</td>
<td>$1547.00</td>
</tr>
</tbody>
</table>

Guaranteed Delivery (Days ARO) | 10 days
Manufacturer: Poly Carb, Inc.
Address of Plant: 33095 Bainbridge Road
City, State, Zip: Solon, Ohio 44139
Product Name & ID #: Mark - 154
Net Volume of Liquid Per 55 Gallon Drum: 50
% by Weight of total solids: 100
Manufacturer's recommended Storage Condition: 40°F to 120°F @ n/a R. H.
Manufacturer's recommended Application Conditions: 40°F to 100°F @ N/A % R. H.
Shelf Life in Months: 12
Contact for Container Return: John Sulik
Phone # for Scheduling Container Return: (800) 225-5649

LOT I is awarded to Poly-Carb, Inc., Salon, Ohio.

*****

LOT II  Epoxy Based System for Polymer Resin for Crack Sealing

<table>
<thead>
<tr>
<th>ITEM #2</th>
<th>Unit Price Per Gallon</th>
<th>Total Gallons per Package (2 Drums =1Package)</th>
<th>Price per Package.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Part Epoxy Resin Polymer for Crack Sealing Applications: per specifications Working Polymer Mix:</td>
<td>$19.87</td>
<td>100</td>
<td>$1987.00</td>
</tr>
</tbody>
</table>

Guaranteed Delivery (Days ARO) | 10 days
Manufacturer Poly Carb, Inc.
Address of Plant: 33095 Bainbridge Road
City, State, Zip: Solon, Ohio 44139
Product Name & ID # Mark - 135 NY
Net Volume of Liquid Per 55 Gallon Drum: 50
% by Weight of total solids 100
Manufacturer's recommended Storage Condition 40°F to 120°F @ n/a R. H.
Manufacturer's recommended Application Conditions 40°F to 100°F @ N/A % R. H.
Shelf Life in Months: 12
Contact for Container Return John Sulik
Phone # for Scheduling Container Return (800) 225-5649

LOT II is awarded to Poly-Carb, Inc., Salon, Ohio.

(continued)
DELIVERY:

**General** - Product is required as soon as possible. Guaranteed delivery has been quoted as within 10 days after receipt of a purchase order (ARO).

**Purchase Order Instructions** - 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.

*(SEE ALSO SEPARATE CLAUSE ON “PURCHASE ORDERS AND INVOICES”)*

**Shipping Dates And Delivery Time** -
- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order which will include an anticipated shipping date of each order.
- If shipment will not be made within the delivery time, the contractor is required to notify the agency in writing upon receipt of the purchase order. This notification must include the reasons for the delay and the latest date the product will be shipped. Should the delay not be acceptable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.
- All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

**Expansion of Delivery Points** - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts" and "Extension of Use" clauses incorporated herein.

**Delivery Condition** - Contractor shall be responsible to make no shipment of the product that will be exposed to conditions during transit, detrimental to the product. Product must be delivered strictly in accordance with specifications and shall be "Ready for Use.”

**Delivery Certification** - Contractor shall secure a signed receipt from agency certifying to delivery of product. In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

PURCHASE ORDERS AND INVOICING:

**General** – All purchase orders, invoices and vouchers should include the contract number and a line by line listing of separate charges.

**Purchase Orders** – Purchase orders are to include the following information:
- Award or Contract Number
- Product code/manufacturer number and description.
- Contract price: by unit and extension to total
- Delivery Instructions

**NOTE TO AGENCY:**

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6” must specify on their purchase order - “Maximum trailer height for delivery to this location is __________.”.(insert height in this space).

**Invoices** - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include all of the following:
- Contract Number
- Purchase Order Number
- Product code/manufacturer number/ Item Number
  - Preferably a manufacturer’s code or identifying number
  - Should not be something that is “unique” to dealer or distributor.
  - Should be something that can be tracked by a third party.
- Line item breakdown of all charges:
  - Delivery charges (if applicable) in the event of a less than minimum order purchase.

Failure to comply may result in lengthy payment delays.

(continued)
TOXIC SUBSTANCES - MATERIAL SAFETY DATA SHEETS:
   Each contractor furnishing a toxic substance as defined by Section 875 of the State Labor Law to an ordering agency, shall provide such agency, with not less than two copies of a material safety data sheet, which sheet shall include for each such substance in the information outlined in 876 of the State Labor Law.

PACKAGING REQUIREMENTS:
   All materials shall be stored in 55-gallon drums. Each container shall be plainly marked with the following information: name of the product; name and address of manufacturer; application instructions; lot/batch number; date of manufacture; quantity of material; and date of expiration or shelf life. The printed shelf life shall not exceed one year from the date of manufacture.
   All 55 gallon drums shall remain the property of the contractor. The user shall not retain any empty drums under any circumstance or condition. All drums, including their respective caps, plugs, or bungs shall be returned to the contractor at the contractors expense, as soon as possible, via most reasonable transport method. Contractor will provide a name and phone number to be used to contact the person responsible for scheduling the return of the drums.

LABELING:
   The containers for each material shall be clearly labeled so that they can be easily distinguished from other materials. Each container shall bear a label including the following information:

1. Name and address of manufacturer.
2. Manufacturers product name and identifying number.
3. Kind of material.
5. Mix proportions (if applicable), and application instructions.
6. Lot number and/or batch number.
7. Precautionary instructions in regard to the hazardous properties, storage, temperature, minimum temperature for application, etc.
8. Date of Manufacture (Month, Year).
9. Date of Expiration or Shelf Life.

NOTE:
   NYS Contract Number, Production Batch Number and date of manufacturer (month & year) shall be clearly shown on each container by stamping or pressure sensitive sticker or equivalent means.

   IMPROPERLY LABELED CONTAINERS MAY BE REJECTED!

EXPOSURE OF PRODUCT IN TRANSIT DESTINATION:
   Contractor shall be responsible to make no shipment of the product that will be exposed to conditions during transit, detrimental to the product.

QUALITY ASSURANCE PROVISIONS:
   The contractor shall be responsible for complying with all test requirements as stipulated in the Specifications. Where material sample is evaluated prior to award, the contractors product furnished must be equal in all respects to the sample originally offered for evaluation; however, acceptance of bid sample does not relieve the contractor from meeting all specification requirements. The State reserves the right to perform any of the tests set forth in the Specification prior to award of contract and on field samples selected at random where such tests are deemed necessary to assure that the commodity conforms to prescribed requirements.

INSTRUCTION OF PERSONNEL:
   Within five business days of delivery of product, upon request the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is used so as to perform to the full extent of its design capabilities. Agency shall designate personnel which are to receive instruction.

(continued)
INSTRUCTION MANUALS:
Simultaneous with delivery, the contractor(s) shall furnish to the authorized user an instruction manual for the product and for each component supplied. The manual shall include complete instructions for mixing and application of the product and any additional requirements for use per the specifications.

CONTRACT PERIOD AND EXTENSION:

General - It is the intention of the State to enter into a contract for the term as stated on the Contract Award Notification. The contract dates have been adjusted forward with the approval of the successful bidder.

Price Adjustment - Prices quoted are to be firm through the first four months of the contract after the award. Thereafter a price adjustment (up OR down) may be made in accordance with provisions in the "PRICE ADJUSTMENT" clause as found beginning on page 8 of this award document. Price decreases are permitted at any time.

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

Cancellation For Convenience By The State - The State of New York retains the right to cancel 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.

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

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:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Product Description</th>
<th>Sold to/Shipped to</th>
<th>Total # of Drums Shipped</th>
<th>Unit Price per gallon</th>
<th>Total Price</th>
</tr>
</thead>
</table>

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, Award 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.
PRICE ADJUSTMENT CLAUSE:
The price is subject to an increase or decrease after the first 4 month period of the contract and every 2 months thereafter, beginning with the first occurring first (1st) day of the month or fifteenth (15th) of the month that takes place four months from the date of the award. The price adjustment on Item #1 & Item #2 will be commensurate with the increase or decrease in the Producer Price Index (PPI) for “Series ID: PCU32521111113252114; Industry: Plastics Material and Resin Manufacturers; Product: Thermosetting Resins & Plastics Materials”.

The State will not effect any price adjustments, either increases or decreases, for percentage changes of two percent (2%), or less.

The formula for the price adjustment is as follows:

- **The Current Producer Price Index -**

The most recently published Producer Price Index (PPI) for “Series ID: PCU32521111113252114; Industry: Plastics Material and Resin Manufacturers; Product: Thermosetting Resins & Plastics Materials” on the day prior to the first occurring first day of the month or fifteenth (15th) of the month that takes place four months from the date of the award and each two months thereafter, whether or not indicated as “preliminary,” for the commodity group listed above for each item.

\[
\text{DIVIDED (÷) BY}
\]

The Base PPI Index for the Item has been established as 224.5

\[
\text{EQUALS (=)}
\]

- **The MULTIPLIER -**

The quotient result equals a multiplier which will then be applied to the contract price.

A multiplier greater than one (1) will result in an increase in price and a multiplier of less than one (1) will result in a decrease in price.

However if the multiplier is a number between 0.98 and 1.02 there is no adjustment

In the case of a price increase the Original Awarded Contract Price Per Item is then **MULTIPLIED (x):by The Multiplier**

In the case of a price reduction, the calculated multiplier is subtracted from 1, and then the remainder is multiplied by the contract price & the result **Equals (=) The New Adjusted Price Per Item.**

The base PPI was established as The Producer Price Indexes (PPI’s) for Series ID: PCU32521111113252114; Industry: Plastics Material and Resin Manufacturers; Product: Thermosetting Resins & Plastics Materials as most recently published by the U.S. Department of Labor, whether or not indicated as “preliminary,” 7 days prior to the date of the bid opening for this IFB on May 23, 2006. A purchasing memo was issued on that day to notify all prospective bidders of the base index value.

A Purchasing Memorandum, if warranted, will then be issued by the Procurement Services Group to reflect a price increase or decrease which will be effective the first occurring first day of the month or fifteenth (15th) of the month that takes place four months from the date of the award, and every 2 months thereafter.

If the referenced index changes or is removed, an index deemed appropriate by the Procurement Service Group will be used in its place. In such instance the base would change to that of the new referenced index.
NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www ogs.state.ny.us). 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 this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

CONTRACT MIGRATION:

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

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.


ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.
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.

"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.

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York 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 the selection.

POOR PERFORMANCE:

Agencies should notify Procurement Services' Customer Services promptly if the contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the agency should also be reported to Customer Services:

Office of General Services  Tel:  518/474-6717
Procurement Services Group  Fax:  518/474-2437
Customer Services Coordination  E-mail:  customer.services@ogs.state.ny.us

37th Floor Corning Tower
Empire State Plaza
Albany, NY 12242

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services’ Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG’s Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

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)
Material Requirements:

Table A: Lot #I - 2 part Epoxy Resin for Thin Polymer Overlay for Concrete Bridge Decks

<table>
<thead>
<tr>
<th>Physical Property</th>
<th>Required Value</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Epoxy Type</td>
<td>Type III: Grade 1: Classes B &amp; C</td>
<td>ASTM C 881-90</td>
</tr>
<tr>
<td>Mix Ratio by Volume</td>
<td>1 : 1</td>
<td>n/a</td>
</tr>
<tr>
<td>Solids Content</td>
<td>98% (min.)</td>
<td>ASTM D 1644</td>
</tr>
<tr>
<td>Viscosity</td>
<td>1000 cps min.</td>
<td>Brookfield</td>
</tr>
<tr>
<td>Gel Time @ 72°F (22°C)</td>
<td>15-25 minutes min.</td>
<td>ASTM C 881</td>
</tr>
<tr>
<td>Flash Point</td>
<td>200°F (93°C) min.</td>
<td>AASHTO D1310</td>
</tr>
<tr>
<td>Compressive Strength at 3 Hours</td>
<td>1,000 psi (6.9 MPa)</td>
<td>ASTM C 579 Method B</td>
</tr>
<tr>
<td>Compressive Strength at 7 Days</td>
<td>5,000 psi (34 MPa)</td>
<td>ASTM D 695</td>
</tr>
<tr>
<td>Tensile Strength at 7 Days</td>
<td>1,800 psi (12.4 MPa) min.</td>
<td>ASTM D 638</td>
</tr>
<tr>
<td>Tensile Elongation @ 7 days</td>
<td>30.0% (min.)</td>
<td>ASTM D 638</td>
</tr>
<tr>
<td>Tensile Adhesion (pull-off concrete)</td>
<td>250 psi (1.7 MPa) min.</td>
<td>ASTM C1583-04 / ACI503R</td>
</tr>
<tr>
<td>Permeability of Chloride Ions, coulombs; 28 day cure</td>
<td>Negligible</td>
<td>AASHTO T277</td>
</tr>
</tbody>
</table>

NOTE TO AGENCIES and OTHER USERS: Item 1 requires the addition of a Fine Aggregate (available separately through Group 33700) to be broadcast into the polymer mix for proper performance and utilization as a surface treatment. Contact Mr. Peter Weykamp, PE at NYS-Department of Transportation at (518) 457-8488 for additional information.

Table B: Lot II, - 2 Part - Epoxy Resin Polymer for Crack Sealing Applications

<table>
<thead>
<tr>
<th>Physical Property</th>
<th>Required Value</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Epoxy Type</td>
<td>Type I, IV: Grade 1: Class B &amp; C</td>
<td>ASTM C 881-90</td>
</tr>
<tr>
<td>Mix Ratio by Volume</td>
<td>1 : 1</td>
<td>n/a</td>
</tr>
<tr>
<td>New York State VOC Compliant</td>
<td>1.67 lb. gal (200 g/l) max.</td>
<td>NYSDEC Part 205</td>
</tr>
<tr>
<td>Viscosity @ 75°F</td>
<td>80 cps max</td>
<td>Brookfield</td>
</tr>
<tr>
<td>Gel Time @ 72°F (22°C)</td>
<td>20 minutes min.</td>
<td>ASTM C 881</td>
</tr>
<tr>
<td>Flash Point</td>
<td>Greater than (&gt; =) 100°F (38°C) Minimum</td>
<td>AASHTO D1310</td>
</tr>
<tr>
<td>Compressive Strength at 3 Hours</td>
<td>1,000 psi (6.9 MPa)</td>
<td>ASTM C 579 Method B</td>
</tr>
<tr>
<td>Compressive Strength at 7 Days</td>
<td>5,000 psi (34 MPa)</td>
<td>ASTM D695</td>
</tr>
<tr>
<td>Tensile Strength at 7 Days</td>
<td>1,800 psi (12.4 MPa) min.</td>
<td>ASTM D638</td>
</tr>
<tr>
<td>Tensile Elongation @ 7 days</td>
<td>3.0% (min.)</td>
<td>ASTM D638</td>
</tr>
<tr>
<td>Bond Strength 14 day cure</td>
<td>1,800 psi (12.4 MPa) min.</td>
<td>ASTM C 882</td>
</tr>
<tr>
<td>Water Absorption @ 7 days</td>
<td>1% max.</td>
<td>ASTM D 570</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th></th>
<th>Excellent</th>
<th>Good</th>
<th>Acceptable</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Product meets your needs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Product meets contract specifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Pricing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR**

<table>
<thead>
<tr>
<th></th>
<th>Excellent</th>
<th>Good</th>
<th>Acceptable</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Timeliness of delivery</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Completeness of order (fill rate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Responsiveness to inquiries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Employee courtesy</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>• Problem resolution</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

* * * * *

(continued)