

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

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 12004 - LABORATORY &amp; SCIENCE TEACHING SUPPLIES (Statewide)</b>
		<b>Classification Codes: 10, 41, 42</b>
<b>Award Number</b>	<b>:</b>	<b><u>21084</u></b> (Replaces Award 01613)
<b>Contract Period</b>	<b>:</b>	<b>February 1, 2008 to January 31, 2014</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>October 2, 2007</b>
<b>Date of Issue</b>	<b>:</b>	<b>January 31, 2008 (Revised February 28, 2013)</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids and Purchasing Memorandum dated September 25, 2007</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Pages 2 &amp; 3 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
<b>Name</b> : Todd Kayser <b>Title</b> : Contract Management Specialist <b>Phone</b> : 518-474-4501 <b>Fax</b> : 518-486-6867 <b>E-mail</b> : todd.kayser@ogs.ny.gov	<b>Customer Services</b> <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : customer.services@ogs.ny.gov

**New York State Procurement (NYSPRO) values your input.**  
**Complete and return "Contract Performance Report" at end of document.**

### Description

This contract covers a broad assortment of laboratory and science teaching supplies used in elementary, middle, high school and college classrooms. It is a multiple award, whole catalog contract. See page 4 herein for possible overlapping contract awards in other commodity group areas.

PR # 21084

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC63699	BIO-RAD LABORATORIES, INC. 2000 Alfred Nobel Dr. Hercules, CA 94547	800/876-3425, Ext. 4785  Nancy Zerga Fax No.: 800/879-2289 E-mail: nancy.zerga@bio-rad.com Website: www.discover.bio-rad.com	941381833 1000018753
PC63700	CAROLINA BIOLOGICAL SUPPLY CO. 2700 York Rd. Burlington, NC 27215	800/334-5551, Ext. 6294 336/584-0381, Ext. 6294 Elizabeth J. Stanfield Fax No.: 800/222-7112 336/538-6330 E-mail: quotations@carolina.com Website: www.carolina.com	560364367 1000009496
PC63701	EDVOTEK, INC. 14676 Rothgeb Dr. Rockville, MD 20850	800/338-6835, Ext. 301 301/251-5990, Ext. 301 Jeff Chirikjian Fax No.: 301/340-0582 E-mail: jeffc@edvotek.com Website: www.edvotek.com	521541280 1000009440
PC63702	FISHER SCIENCE EDUCATION 4500 Turnberry Dr. Hanover Park, IL 60133	800/955-1177 Ext. 136-4750 Lonnie Sharkey Fax No.: 800/955-4763 E-mail: fsebids@thermofisher.com Website: www.fisheredu.com	232942737 1000008939
PC63703	FREY SCIENTIFIC 80 Northwest Blvd. Nashua, NH 03063	800/225-3739 Ext. 3511 Trish Kooken Fax No.: 877/256-3739 E-mail: trish.kooken@schoolspecialty.com Website: www.freyscientific.com	522328764 1000009469
PC63704	CYRGUS COMPANY, INC. d/b/a NEBRASKA SCIENTIFIC 3823 Leavenworth St. Omaha, NE 68105-1180	800/228-7117 402/346-7214 Neal Brenner Fax No.: 402/346-2216 E-mail: staff@nebraskascientific.com Website: www.nebraskascientific.com	470775989 1000009378
PC63705	VWR INTERNATIONAL, LLC dba Sargent Welch 3850 N. Wilke Rd., Ste. 300 Arlington Heights, IL 60004	800/727-4368, Ext. 1180 Direct 847/463-1180 Ray Kufeldt Fax No.: 800/676-2540 800/814-0607 E-mail: ray_kufeldt@vwr.com Website: www.sargentwelch.com	911319190 1000009766

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<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC63706	VWR Education, LLC dba Science Kit dba Wards Natural Science Establishment 777 East Park Dr. PO Box 5003 Tonawanda, NY 14151-5003	800/242-2042, Ext. 204246 Michael Regan Fax No.: 800/828-3299 E-mail: michael_regan@vwr.com website: www.sciencekit.com	160807641

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

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**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,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**PRICE:**

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

**For furniture, chemicals, and live specimens requiring special handling only** - the shipping costs may be added to invoice with a copy of the freight bill. Shipping costs must be prepaid by the vendor and orders are to be shipped FOB Destination, tailgate delivery. Orders must be shipped via the most economical method for proper delivery of the product and customers must be informed beforehand of shipping costs. These items need to be identified on the submitted price list.

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

Chemicals- HazMat charges may be added to the invoice for chemicals being shipped provided company supplies information demonstrating that Hazmat charges are normally added to shipping invoice for those products. However, if items are on other State or large entity contracts at similar discounts to those being offered to NYS and there are no additional charges added for hazmat or shipping on those contracts, additional charges may not be added to NYS pricing.

**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.

<b>Group Number</b>	<b>Commodity</b>
12000	Laboratory Supplies and Equipment
12010	Microscopes and Accessories
12016	Centrifuges and Accessories
20060	Books and Non-print Library Materials
20915	Furniture, Commercial, Institutional and Industrial
23045	Library Supplies
23100	School and Art Supplies
38224	Materials and Equipment for Educational Technology and Occupational Training
38700	Scientific Equipment (Molecular & Cell Biology, Mass Spectroscopy, Chromatography, Human Identification & Forensics) (Instruments/Accessories, Consumables, Extended Equipment Maintenance Warranties)
38728	Scientific Equipment, Test and Measurement
38806	Audio Visual Presentation Equipment
39000	Industrial & Commercial Supplies and Equipment

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Contractor:	Bio-Rad Laboratories, Inc.
Catalog:	1) Biotechnology Explorer 2013 2) Life Science Research 2013
Applicable pages:	All
% Discount (list less):	10% - 20%
Exclusions:	None
Honor Orders less than \$100:	Yes
Shipping costs added to less than minimum order:	No. Bidder will ship at no additional cost.
Volume Discount:	None offered, but check with vendor when submitting large orders
Accept NY State credit card on purchases up to \$10,000:	Yes
Discount for use of NY State credit card:	None offered
Guaranteed Delivery:	30 days A/R/O
Electronic Access Ordering offered:	Yes
<b>Note:</b>	<b><i>There will be no additional shipping charges for items requiring special handling.</i></b>

Person to contact to expedite NY State contract orders:

Customer Service, Life Science Group  
800/424-6723  
Fax: 800/879-2289  
E-Mail: lsg.orders.us@bio-rad.com

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Contractor:	Carolina Biological Supply Company*
Catalog:	1) Carolina Biological Supply Company 2013
Applicable pages:	All
% Discount (list less):	10%
Exclusions:	No discount offered on STC, STC/MS, Gems, Math Out of the Box, and Building Blocks of Science Items. Freight charges will be added.
Honor Orders less than \$100:	Yes
Shipping costs added to less than minimum order:	Shipping costs will be added in accordance with minimum order clause.
Volume Discount:	None offered, but check with vendor when submitting large orders
Accept NY State credit card on purchases up to \$10,000:	Yes
Discount for use of NY State credit card:	None offered
Guaranteed Delivery:	14-28 days A/R/O
Electronic Access Ordering offered:	No
<b>Note:</b>	<b><i>*Reference NYS/ Carolina contract number from front of this award in the appropriate field of the Purchase Order and Carolina #P/102725 in the body of the Purchase Order. Additional freight charges for perishable/live material, hazardous chemicals, kits containing hazardous chemicals &amp; furniture. F.O.B. destination shipments are via cheapest/best way. Motor freight shipments are dock delivery only with tailgate service. Inside delivery for motor freight shipments is an additional charge.</i></b>

Person to contact to expedite NY State contract orders:

Debra Wirbelauer  
800/334-5551, Ext. 7651  
Fax: 800/222-7112  
E-Mail: carolina@carolina.com

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Contractor:	Cyrgus Company, Inc., d/b/a Nebraska Scientific
Catalog:	Nebraska Scientific 2012 Buyer's Guide for Science Education
Applicable pages:	All
% Discount (list less):	10%
Exclusions:	None
Honor Orders less than \$100:	Yes
Shipping costs added to less than minimum order:	Shipping costs will be in accordance with minimum order clause.
Volume Discount:	None offered, but check with vendor when submitting large orders
Accept NY State credit card on purchases up to \$10,000:	Yes
Discount for use of NY State credit card:	None offered
Guaranteed Delivery:	3-21 days A/R/O
Electronic Access Ordering offered:	No
<b>Note:</b>	<b><i>For furniture, chemicals, and live specimens requiring special handling (items pre-fixed by "L"), the shipping costs will be added to invoice with a copy of the freight bill. Orders shipped F.O.B. Destination, tailgate delivery.</i></b>

Person to contact to expedite NY State contract orders:

Thomas J. Trapp  
800/228-7117  
Fax: 402/346-2216  
E-Mail: ttrapp@nebraskascientific.com

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Contractor:	Edvotek, Inc.
Catalog:	Edvotek – Edvotek Discovering DNA 2012
Applicable pages:	All
% Discount (list less):	0-\$999.99 = 0% Free shipping included in price
Exclusions:	No discount offered on lab stations.
Honor Orders less than \$100:	Yes
Shipping costs added to less than minimum order:	Shipping costs will be in accordance with minimum order clause.
Volume Discount:	\$1,000+ = 10% \$2,500+ = 12.5% \$5,000+ = 15%
Accept NY State credit card on purchases up to \$10,000:	Yes
Discount for use of NY State credit card:	None offered
Guaranteed Delivery:	7 days A/R/O
Electronic Access Ordering offered:	No
<b>Note:</b>	

Person to contact to expedite NY State contract orders:

Jeff Chirikjian  
800/338-6835  
Fax: 301/340-0582  
E-Mail: jeffc@edvotek.com

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Contractor:	Fisher Science Education
Catalog:	1) Fisher Science Education 2013
Applicable pages:	All
% Discount (list less):	25% on Science Education 10% on Elementary Science
Exclusions:	For furniture, chemicals & live specimens, request special handling. Shipping costs will be added to invoice with copy of freight bill. Orders will be shipped F.O.B. destination tailgate delivery.
Honor Orders less than \$100:	Yes
Shipping costs added to less than minimum order:	Shipping costs will be in accordance with minimum order clause.
Volume Discount:	\$5,000 - \$9,999 = 26% \$10,000 + = 27%
Accept NY State credit card on purchases up to \$10,000:	Yes
Discount for use of NY State credit card:	None offered
Guaranteed Delivery:	7-10 days A/R/O
Electronic Access Ordering offered:	Yes
<b>Note:</b>	<b><i>For furniture, chemicals, and live specimens requiring special handling, the shipping will be added to invoice with a copy of the freight bill. Orders are to be shipped F.O.B. Destination, tailgate delivery, freight pre-paid &amp; added.</i></b>

Person to contact to expedite NY State contract orders:

Customer Service  
800/955-1177  
Fax: 800/955-0740  
E-Mail: fse.custserv@fishersci.com

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Contractor:	Frey Scientific, a division of Delta Education LLC, a School Specialty Company*
Catalog:	1) Frey Scientific 2013 2) Frey Scientific Elementary 2013
Applicable pages:	All
% Discount (list less):	30%
Exclusions:	No discounts on hazardous chemicals or items with prefix N.
Honor Orders less than \$100:	Yes
Shipping costs added to less than minimum order:	Shipping costs will be in accordance with minimum order clause.
Volume Discount:	\$5,000 + = additional 1% \$10,000 + = additional 1.5% \$20,000 + = additional 2%
Accept NY State credit card on purchases up to \$10,000:	Yes
Discount for use of NY State credit card:	None offered
Guaranteed Delivery:	10-45 days A/R/O
Electronic Access Ordering offered:	Yes
<b>Note:</b>	<b><i>For furniture, chemicals, and live specimens requiring special handling, the shipping will be added to invoice with a copy of the freight bill. Orders are to be shipped F.O.B. Destination, tailgate delivery, freight pre-paid &amp; added.</i></b>  <b><i>*Please reference the NYS/Frey contract number from front of this award in the appropriate field on the purchase order and reference Frey number 12004F in body of all purchase orders.</i></b>

Person to contact to expedite NY State contract orders:

Scott Kaplan  
800/225-3739, Ext. 3453  
Fax: 877/256-3739  
E-Mail: skaplan@freybg.com

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Contractor:	VWR INTERNATIONAL, LLC dba Sargent Welch
Catalog:	Sargent-Welch 2012
Applicable pages:	All
% Discount (list less):	30%
Exclusions:	All items designated by catalog price ending with a "9" (i.e. \$5.49/\$12.89) will be shipped at catalog net price.
Honor Orders less than \$100:	Yes
Shipping costs added to less than minimum order:	Shipping costs will be in accordance with minimum order clause.
Volume Discount:	See above
Accept NY State credit card on purchases up to \$10,000:	Yes
Discount for use of NY State credit card:	None offered
Guaranteed Delivery:	7-30 days A/R/O
Electronic Access Ordering offered:	Yes
<b>Note:</b>	<b><i>For furniture, chemicals, and live specimens requiring special handling, shipping costs will be added to invoice with a copy of the freight bill. Orders are to be shipped F.O.B. Destination, tailgate delivery, freight prepared &amp; added.</i></b>

Person to contact to expedite NY State contract orders:

Ray Kufeldt  
800/727-4368  
Fax: 800/814-0607  
E-Mail: ray\_kufeldt@vwr.com

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Contractor:	VWR Education, LLC dba Science Kit dba Wards Natural Science Establishment
Catalog:	1) Science Kit & Boreal Laboratories 2012 2) Science Kit Elementary 2012 3) Wards Natural Science 2012
Applicable pages:	All
% Discount (list less):	15%
Exclusions:	See Below
Honor Orders less than \$100:	Yes
Shipping costs added to less than minimum order:	Shipping costs will be in accordance with minimum order clause.
Volume Discount:	See above
Accept NY State credit card on purchases up to \$10,000:	Yes
Discount for use of NY State credit card:	None offered
Guaranteed Delivery:	7-10 days A/R/O
Electronic Access Ordering offered:	Yes
<b>Note:</b>	<b><i>*Please reference NYS/Science Kit contract number from front of this award in the appropriate field of the Purchase Order and Science Kit number CP71967 in body of Purchase Order.. For furniture, chemicals, and live specimens requiring special handling, the shipping will be added to invoice with a copy of the freight bill. Orders are to be shipped F.O.B. Destination, tailgate delivery, freight pre-paid &amp; added.</i></b>

Science Kit & Boreal Laboratories/Science Kit, LLC have the following exclusions to the above contract and have also updated their contract information as noted below.

**EXCLUSIONS TO DISCOUNT:** Live specimens, preserved specimens, Telescopes, any special orders, Kodak Cameras, Pasco items, Vernier Probeware, publisher kits and their replacement parts.

**EXCLUSIONS TO FREE FREIGHT:** Live materials, hazardous materials, items required to ship via motor freight and items requested for overnight or two-day delivery are excluded from free shipping on orders over \$100.00.

Person to contact to expedite NY State contract orders:

Michael Regan  
800/828-7777  
Fax: 800/828-3299  
E-Mail: michael\_regan@sciencekit.com

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**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.

**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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**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.

**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.

**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.ny.gov](http://www.ogs.ny.gov)).

**MERCURY-ADDED CONSUMER PRODUCTS:**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information:  
<http://www.dec.state.ny.us/website/dshm/redrecy/c145home.html>.

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**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

**SCOPE:**

The State of New York proposes to establish Statewide, multiple award contracts with authorized distributors or manufacturers based on the terms and conditions contained herein. These contracts are meant to be comprehensive, covering a broad range of laboratory and science teaching supplies.

The intent of the contract is to obtain products that will be utilized in a learning or training environment and not intended to be a mechanism to obtain stand alone equipment and products such as computers and peripherals, furniture, industrial tools and supplies, audio visual products, or books and serials unless those types of products are part of a vendors general product offering. In addition, this contract is not intended for the procurement or acquisition of stand alone virtual, online, or Internet-based learning services; or for the procurement of stand alone educational software products. Software that is part of a general school education equipment catalog or software that works in conjunction with training equipment offered by the vendor will be allowed.

**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 website ([www.ogs.ny.gov](http://www.ogs.ny.gov)). 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:**

These contracts 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.

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**MINIMUM ORDER:**

Minimum order is \$100.00.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

**CANCELLATION FOR CONVENIENCE:**

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

**ADDITION OF PRODUCTS:**

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

- Needed by a client agency;
- Similar to those already awarded, or are of the same product line;
- Priced commensurately with other products already awarded.

**PRICE CHANGE:**

Catalog pricing may be updated one time per year. The contract prices may be subject to increase or decrease during the contract period in accordance with changes which may be made by the distributor in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount originally accepted for award shall not be decreased during the contract period. Discount increases are permitted at anytime.

New products in the vendors catalog will be considered for inclusion provided they are pertinent to the contract award and offered to the State under the same terms, conditions and discount structure (or pricing deemed to be reasonable) as in the original bid. The price revisions, new lists or supplements to an original list shall be submitted to the Office of General Services, Procurement Services Group, Attention: Group 12004 Purchasing Officer, in duplicate, for approval before ordering agencies will be bound to any such revisions. Price changes should be submitted in Excel format with all information required as in bid and should include two copies of new catalog for update. Excel price list should include the following information:

Item number (from bidder catalog)

Item Description

Manufacturer Name (with no punctuation) unless proprietary source

Manufacturer item number (use mfg. number as mfg. lists it, without spaces, dashes or any added letters not normally used by the manufacturer).

Unit of Measure

Catalog price

Discount offered

Net price each

Price increases or decreases shall be binding under any contract five (5) days following written notification to the contractor from the Office of General Services, Procurement Services Group that the price revision as submitted for approval has been accepted.

(continued)

**BEST PRICING OFFER:**

Price decreases shall take effect automatically during the contract term and apply to orders submitted subsequent to the effective dates of applicable price decreases as follows:

1. Commercial Price List reductions: Where the NYS Net Prices are based on a discount from the contractor's list prices and the contractor lowers its pricing to its customers or to similarly situated government customers during the contract term; or
2. Special Offers/Promotions - General: Where the contractor generally offers more advantageous special price promotions, or special discount pricing to customers during the contract term, and the maximum price or discount associated with such offer or promotion is better than the discount or price otherwise available under this contract, such better price or discount shall apply for similar quantity transaction for the life of the general offer or promotion.
3. Special Offers/ Promotions-Specific: Contractor may offer an Authorized User competitive pricing which is lower than the Net NYS Price set forth herein at any time during the contract period and such lower pricing shall not be applied as a global price reduction under the contract pursuant to the foregoing paragraph.

**DELIVERY:**

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

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

**ESTIMATED QUANTITIES:**

The historical dollar value of all contracts issued under the previous award was approximately cumulatively seven million dollars annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**CONTRACT PERIOD AND RENEWALS:**

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

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

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

**SHORT TERM EXTENSION:**

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

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**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.

**WARRANTIES:**

See "Warranties" in Appendix B, OGS General Specifications.  
Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.  
Accessories supplied shall be compatible with the rest of the product.

**RESERVATION:**

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase.

**EPA ENERGY STAR PROGRAM:**

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

**INTERNET ACCESS TO CONTRACT & PRICING INFORMATION:**

Access by Contract Users to Contract products, services and pricing information may be made available and posted on the Internet. The State reserves the right to post a contractor's contract pricing on the OGS website.

If contractor posts contract pricing information, contractor is responsible for contract and related information to be accurately and completely posted, maintained, updated and displayed in an objective (i.e.: informational only) and timely manner, which renders it clearly distinguishable from other, non-contract offerings on contractor's website. Any changes (in accordance with the terms of this contract) in product offering or pricing which require pre-approval by the Procurement Services Group, may not be posted on the website prior to notification of approval.

**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. OGS reserves the right to post contractor price lists on the OGS public website. Upon request, the contractor shall assist authorized users in the use of catalogs and price lists.

**INSTRUCTION MANUALS:**

**For Equipment Requiring Instruction Manuals:** The contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied if such documentation is produced by the manufacturer. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures and complete parts lists, manufacturer's catalog numbers and ordering information, if applicable.

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**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish a report containing both State agency and authorized non-State agency contract purchases by the fifteenth (15<sup>th</sup>) of the month following the end of each six (6) month period. In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor.

Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

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

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

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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

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

Sales reports are to be supplied in electronic format.

**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.

**PREFERRED SOURCE PRODUCTS:**

Section 162 of the State Finance Law requires that agencies afford first priority to the products/services of preferred source suppliers such as, Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the agency. Some products/services 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.

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/services 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/services available from preferred sources which meet your form, function and utility.

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"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 (2) 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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**State of New York  
Office of General Services  
NEW YORK STATE PROCUREMENT (NYSPRO)  
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 New York State Procurement  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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