

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>

CONTRACT AWARD NOTIFICATION

Title	:	Group 12010 – MICROSCOPES, TISSUE PREPARATION EQUIPMENT, RELATED ITEMS AND ACCESSORIES (Statewide) Classification Codes: 41 & 42
Award Number	:	<u>20895</u> (Replaces Award 02295)
Contract Period	:	July 22, 2008 - December 31, 2012
Bid Opening Date	:	December 19, 2007
Date of Issue	:	July 22, 2008 (Revised November 19, 2012)
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 : Mary P. Schneider Title : Purchasing Officer I Phone : 518-474-0912 Fax : 518-474-5052 E-mail : mary.schneider@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 contains complete product lines of microscopes, microscope camera systems, measuring systems, semiconductor systems, digital sight systems and histology equipment for the following manufacturers: Carl Zeiss Microscopy, Leica Microsystems, Nikon Instruments, Olympus America.

See also Group 12000 and Group 12004 for additional laboratory equipment.

PR #20895

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63888	CARL ZEISS MICROSCOPY, LLC. One Zeiss Drive Thornwood, NY 10594 <u>NYS VENDOR ID #</u> 1000006555	800-233-2343 Heidi Kottke-Cuomo Contract Administrator 914-681-7673 - phone 800-488-6351 - fax Email: hkottke@zeiss.com Website: www.zeiss.com /micro	134186423
PC63889	LEICA MICROSYSTEMS, INC. 1700 Leider Lane Buffalo Grove, IL 60089 <u>NYS VENDOR ID #</u> 1000008784	800-248-0123 Sandra Ostrowski Contract Administration Manager Leica Microsystems Inc. 847-405-7028 - phone 847-405-6560 - fax Email: Sandra.Ostrowski@leica-microsystems.com Website: www.leica-microsystems.com	222701363
PC63890	I. MILLER PRECISION OPTICAL INSTRUMENTS, INC. 325 Bustleton Pike Feasterville, PA 19053 <u>NYS VENDOR ID #</u> 1000008898	Larry Miller Vice President 215-925-2285 - phone 215-925-8374 - fax Email: larry@imillermicroscopes.com Website: www.IMILLERMICROSCOPES.com	231695684
PC63891	NIKON INSTRUMENTS, INC. 1300 Walt Whitman Road Melville, NY 11747 Disc. 1%-15 days <u>NYS VENDOR ID #</u> 1000043351	800-526-4566 Victoria Tarbell Contract Specialist 631-547-8526 - phone 631-547-8652 - fax Email: vtarbell@nikon.net Website: www.nikoninstruments.com	113554845
PC63892	OLYMPUS AMERICA, INC. 3500 Corporate Parkway Center Valley, PA 18034 <u>NYS VENDOR ID #</u> 1000024164	800-446-5967, x103429 Tabatha Stimmel Sr. Contract Administrator 484-896-3429 - phone 484-896-7178 - fax Email: tabatha.stimmel@olympus.com Secondary Email: seg.contracts@olympus.com Website: www.olympusamerica.com	112416961

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

GROUP 12010 – Microscopes, Tissue Preparation Equipment, Related Items AWARD PAGE 4 and Accessories (Statewide)

OVERLAPPING CONTRACT ITEMS:

Products available in the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

GROUP NUMBER	COMMODITY	GROUP NUMBER
12000	Laboratory Supplies and Equipment	21084
12004	Laboratory and Science Teaching Supplies	02829, 11760, 20907 and 20918

AWARD SUMMARY:

PRODUCT LINE	AWARDED CONTRACTOR	LOT NUMBER
Carl Zeiss	Carl Zeiss Microscopy, LLC	I
Leica General	Leica Microsystems	II
Leica Histology	Leica Microsystems	III
Leica Educational	I. Miller Precision Optical Instruments, Inc.	IV
Nikon	Nikon Instruments, Inc.	V
Olympus	Olympus America, Inc.	VI

**LOT I – CARL ZEISS GENERAL MICROSCOPE PRODUCT LINE
(Categories to include all options and accessories)**

CONTRACTOR: Carl Zeiss Microscopy, LLC. PC63888

Applicable Price List: As referenced below

CATEGORY NUMBER	DESCRIPTION	DISCOUNT FROM LIST	DATE OF PRICE LIST
1	Clinical Microscopes	4%	Revised: 01/15/12 Effective: 5/1/12
2	Educational Microscopes	4%	Revised: 01/15/12 Effective: 5/1/12
3	Research Microscopes	4%	Revised: 01/15/12 Effective: 5/1/12
4	Imaging Microscopes	4%	Revised: 01/15/12 Effective: 5/1/12
5	Confocal Microscopes	4%	Revised: 01/15/12 Effective: 5/1/12

Standard Warranty: One year parts and labor
 Manufacturer's Name: Carl Zeiss
 Guaranteed Delivery: 30-120 Days A/R/O

Contract Administrator	Customer Service Administrator	Customer Service Supervisor	Customer Service through ZIP CODE INPUT
Heidi Kottke-Cuomo PH:(914) 681-7673 Fax:(800) 488-6351 E-mail: hkottke@zeiss.com Web: www.zeiss.com/micro	For expediting orders, order status: Angela Parto PH: (914)-681-7786 Fax: (800) 488-6351	Customer Service Supervisor: Jim Heckett PH: (914) 681-7360	Call Customer Services Dept. PH:800-233-2343 chose option #2 The direct contact information for an area sales representative is provided.

Notes:

Contractor will honor orders for less than the minimum order. Shipping will be added per "Minimum Order" clause. Contractor will accept the New York State Procurement Card for orders up to \$15,000.

**LOT II – LEICA GENERAL MICROSCOPE PRODUCT LINE
(Categories to include all options and accessories)**

CONTRACTOR: *Leica Microsystems PC63889*

Applicable Price List: Leica Microsystems, (Effective: October 15, 2012)

CATEGORY NUMBER	DESCRIPTION	DISCOUNT FROM LIST	DATE OF PRICE LIST
1	Research Microscopes	5%	Effective:10/15/2012
2	Clinical Microscopes (Please see LOT IV page 7 for pricing)	NO AWARD	
3	Stereo Microscopes	5%	Effective:10/15/2012
4	Surgical Microscopes	10%	Effective:10/15/2012
5	Confocal Microscopes	5%	Effective:10/15/2012

Standard Warranty: One year/365 days
 Manufacturer's Name: Leica Microsystems
 Guaranteed Delivery: 30-90 Days A/R/O

Person to contact for expediting NYS contract orders:

Customer Service
 Leica Microsystems
 1700 Leider Lane
 Buffalo Grove IL 60089
 800-248-0123 - phone
 847-236-3009 - fax
 Email: None

Emergency Contact:

Same contact person as above.
 Mon. - Fri. 8:00 am - 6:00 pm CST
 Email: None

Notes:

Contractor will honor orders for less than the minimum order. Shipping will be added per "Minimum Order" clause.
 Contractor will accept the New York State Procurement Card for orders up to \$15,000.

**LOT III – LEICA HISTOLOGY EQUIPMENT
(Categories to include all options and accessories)**

CONTRACTOR: *Leica Microsystems PC63889*

Applicable Price List: Leica Microsystems, Histology October 15, 2012

CATEGORY NUMBER	DESCRIPTION	DISCOUNT FROM LIST	DATE OF PRICE LIST
1	Microtomes	6%	Effective:10/15/2012
2	Cryostats	6%	Effective:10/15/2012
3	Embedders	6%	Effective:10/15/2012
4	Stainers	6%	Effective:10/15/2012
5	Tissue Processors	6%	Effective:10/15/2012
6	Cover Slippers	6%	Effective:10/15/2012
7	Slide and Cassette Printers	6%	Effective:10/15/2012

Standard Warranty: One year/365 days
Manufacturer's Name: Leica Microsystems
Guaranteed Delivery: 30-90 Days A/R/O

Person to contact for expediting NYS contract orders:

Customer Service
Leica Microsystems
1700 Leider Lane
Buffalo Grove IL 60089
800-248-0123 - phone
847-236-3009 - fax
Email: purchase.orders@leica-microsystems.com.

Emergency Contact:

Same contact person as above.
Mon. - Fri. 8:00 am - 6:00 pm CST
Email: None

Notes:

Contractor will honor orders for less than the minimum order. Shipping will be added per "Minimum Order" clause.
Contractor will accept the New York State Procurement Card for orders up to \$15,000.

**LOT IV – LEICA EDUCATIONAL PRODUCT LINE
(Categories to include all options and accessories)**

CONTRACTOR: *I. Miller Precision Optical Instruments, Inc. PC63890*

Applicable Price List: Leica Educational Prices, Camera Prices & Clinical Prices

CATEGORY NUMBER	DESCRIPTION	DISCOUNT FROM LIST	DATE OF PRICE LIST
1	Educational Microscopes	5% - 20%	11/01/2012
2	Camera Systems	5% - 10%	11/01/2012
3	Clinical Microscopes	10%	11/01/2012

Standard Warranty: 5 years
Manufacturer's Name: Leica Microsystems
Guaranteed Delivery: 30 Days A/R/O

Person to contact for expediting NYS contract orders:

Larry Miller
I. Miller Precision Optical Instruments, Inc.
325 Bustleton Pike
Feasterville, PA 19053
215-925-2285 – phone
215-925-8374 – fax
Mon. – Fri. 9:00 am – 5:00 pm EST
Saturday 10:00 am – 2:00 pm
Email: larry@imillermicroscopes.com

Emergency Contact:

Same contact person as above.
Mon. – Fri. 9:00 am – 5:00 pm EST
Saturday 10:00 am – 2:00 pm EST

Notes:

Contractor will honor orders for less than the minimum order. Shipping will NOT be added per “Minimum Order” clause. Contractor will accept the New York State Procurement Card for orders up to \$15,000.

LOT V – NIKON MICROSCOPE PRODUCT LINE (Categories to include all options and accessories)

CONTRACTOR: *Nikon Instruments, Inc. PC63891*

Applicable Price List: As referenced below

CATEGORY NUMBER	DESCRIPTION	DISCOUNT FROM LIST	DATE OF PRICE LIST
1	Industrial Microscopes	7%	08/15/12
3	Biological Educational Microscopes	15%	08/15/12
4	Biological Research/Scientific Microscopes	7%	08/15/12
5	Microscope Optics & Objectives	7%	08/15/12
6	Microscope Systems	5%	08/15/12
9	Digital Sight Systems	5%	08/15/12

Educational Discounts:

Nikon has offered an extra 3%-5% discount as follows: 1-4 units 0%; 5-10 units 3%; and 11+ units 5% for the following microscope systems:

- SMZ-460 Zoom Stereo Microscope – NC, SMZ-445 Zoom Stereo Microscope – NC, E100 Set 120v R, E200 Microscope Set L 4x 10x 40x 120v, E200 Microscope Set LS 4-10-40X w/FDIA – 120v
- E200 Complete Microscope Set R 120v, E200 Microscope Set R 4X-10X-40X 120v

Standard Warranty: 1 year/365 days – Mechanical & Electrical
5 years - Optical

Manufacturer’s Name: Nikon Corporation

Guaranteed Delivery: 60 Days A/R/O

Person to contact for expediting NYS contract orders:

Victoria Tarbell
1300 Walt Whitman Road
Melville, NY 11747
631-547-8526 – phone
800-626-4566, ext. 8526 – toll free phone
631-547-8652 – fax
800-231-3577 – toll free fax
Email: vtarbell@nikon.net

Emergency Contact:

Scott Monroe
800-626-4566, ext. 3041 – phone
631-547-8562 – fax
972-672-3065 – cellular
Email: smonroe@nikon.net
Mon. - Fri. 8:30 am - 4:45 pm EST

New York State Authorized Dealers Eligible to Take Orders and Payment:

Morrell Instrument Co., Inc. Fein # 11-2343150
502 Walt Whitman Road
Melville, NY 11747
631-673-8777 – phone
631-673-8959 – fax

Micro Video Instruments, Inc. Fein # 04-3138589
11 Robbie Road PO Box 518
Avon, MA 02322
508-580-0080 – phone
508-580-8623 – fax

Notes:

Contractor will honor orders for less than the minimum order. Shipping will be added per “Minimum Order” clause. Contractor will accept the New York State Procurement Card for orders up to \$15,000.

**LOT VI – OLYMPUS MICROSCOPE PRODUCT LINE
(Categories to include all options and accessories)**

CONTRACTOR: *Olympus America, Inc. PC63892*

Applicable Price List: As referenced below

CATEGORY NUMBER	DESCRIPTION	DISCOUNT FROM LIST	DATE OF PRICE LIST
1	Educational (Student) Microscopes	15%	07/03/11
2	Clinical Microscopes	10%	07/03/11
3	Research Microscopes	10%	07/03/11
4	Industrial Microscopes	8%	07/03/11
5	Confocal Microscopes	5%	07/03/11

* An electronic copy of the July 2012 is available to eligible contract users upon request. The price list may be obtained by contacting the Purchasing Officer, Ayana Mendoza (ayana.mendoza@ogs.ny.gov) directly.

Standard Warranty: 1 year/365 days
 Manufacturer’s Name: Olympus
 Guaranteed Delivery: 30 - 90 Days A/R/O

Person to contact for expediting NYS contract orders:

Tabatha Stimmel
 3500 Corporate Parkway
 Center Valley, PA 18034
 484-896-3429 – phone
 800-446-5967, ext. 103429 – toll free phone
 484-896-7178 – fax
 Email: tabatha.stimmel@olympus.com

Emergency Contact:
 Michael Lewis
 484-896-5158 – phone
 484-896-7178 – fax
 484-866-0518 – cellular
 Email: Michael.lewis@olympus.com
 Mon. – Fri. 8:30 am – 5:30 pm EST

Notes:

Contractor will honor orders for less than the minimum order. Shipping will be added per “Minimum Order” clause.
 Contractor will accept the New York State Procurement Card for orders up to \$15,000.

**LOT VII – MOTIC INSTRUMENTS PRODUCT LINE
(Categories to include all options and accessories)**

CONTRACTOR: - “No Award” shall be made for LOT VII

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 or contact them by e-mail at 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.

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).

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>.

GROUP 12010 – Microscopes, Tissue Preparation Equipment, Related Items AWARD PAGE 11 and Accessories (Statewide)

SCOPE:

It is the intent of the State of New York, Office of General Services, to establish a term contract to provide N.Y. State agencies, political subdivisions and other authorized agencies with their continuous requirements for Microscopes, Tissue Preparation Equipment, Related Items and Accessories (Statewide) based on the terms and conditions stated herein.

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.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.

MINIMUM ORDER:

Minimum order is \$500.00.

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.

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.

CATALOG AND/OR PRICE LIST UPDATES

Price increase or decreases will be allowed based on the latest published and regularly distributed catalog and related price list, providing the –original percentage discount structure remains the same or greater. Contractor shall submit a letter to OGS Procurement Services Group requesting review and approval of the updates catalog pricing.

The format of any price list submitted shall follow the BASIC structure as shown below:

Product No.	Item Description	Unit of Measure	List Price	Discount Percentage	NYS NET Price Each

All requests for updates must be accompanied by the relevant latest published and regularly distributed catalog and its related price list(s). Contractors will be notified in writing by OGS Procurement Services Group indicating approval/disapproval of the requested update.

At no time are contractors allowed to unilaterally change the products or prices on contract. Approval must be granted by OGS, Procurement Services Group. Orders will be monitored to ensure compliance.

The State reserves the right to delete or add products in accordance with the new catalog with the original (or better) discount structure bid.

CONTRACT UPDATES - ADDITION AND DELETION PRODUCTS:

Product changes to Contract are addressed in the following manner. In order to expedite processing of a change request that involves more than one specified category below, each request should be submitted separately to OGS.

a) **AUTO ADDS / DELETIONS** – “Auto Adds/Deletions” are Contract changes and updates made in accordance with the previously approved Contract pricing formula; e.g., a “discount from list” or pricing based on an approved GSA-based price Schedule. “Auto Adds/Deletions” include: i) adding new products within the established, previously approved pricing structure, ii) lowering pricing for Products previously incorporated under the Contract, and iii) deleting Products previously incorporated under the Contract. Contractor shall forward the updated Contract price list to OGS for prior approval before changes (additions or deletions) are made to the Contract. Contractor may not supply new product offerings until after receipt of OGS approval. While price decreases (ii) may take effect at any time, Contractor shall provide to OGS new updated price lists. For category (iii) Auto Deletions, Contractor must supply documentation supporting the unavailability of the product to the US market. Contractor should note, however, that all “Auto Adds” or Deletions approved by OGS are subject to a post audit by the Office of the State Comptroller.

b) **REGULAR ADD** - “Regular Adds” are requests for i) price increases for Products incorporated under the Contract for other than previously approved pricing structure, and ii) addition of new products to the Contract which do not fall under the previously established price structure or discounts for Product types previously approved under the Contract. Regular Adds include but are not limited to newly added manufacturer’s product lines, re-bundled Products or Services, etc. Regular Adds must be submitted to OGS for prior approval, and must be accompanied by a justification of reasonableness of price. Regular Adds are subject to pre-audit by the Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new product offerings until after receipt of OGS approval of the “Regular Add.” When Contract pricing is based on GSA prices, the revised prices or prices of new Products must reflect current GSA prices adjusted as necessary for any additional discounts.

c) **SPECIAL ADD** – Contract changes and updates that do not fall within either of the above categories will be processed as “Special Adds”. Special Adds are changes that are not specifically covered by the terms of the Contract but inclusion is found to be in the best interest of the State. Contractor must provide a justification of reasonableness of the prices offered and a statement explaining why it is in the best interest of the State to approve the new Products. Special Adds are subject to pre-audit by the Office of the State Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new offerings until after receipt of OGS approval of the “Special Add.”

EDUCATIONAL DISCOUNTS:

Contractors may offer educational discounts. Educational discounts may be applied per purchase order, cumulatively per customer agency, and cumulatively statewide. The contractor shall indicate the basis for applying the educational discount(s) on the bid document form. The Educational discounts shall be defined and applied as follows. Educational discounts are additional discounts offered to all eligible educational facilities throughout New York State.

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.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term as stated herein 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.

Discount reductions will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases or discount increases are permitted at any time.

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.

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. Accessories supplied shall be compatible with the rest of the product. Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$50,000.00.

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.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUALS:

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

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

Item			Sold to Political Subdivisions and Others Authorized By Law		Sold to All State Agencies	
#	Description	Quantity Shipped	Buyer Name	Total Dollar Value Political Subs	Agency Name	Total Dollar Value State Agencies

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

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

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

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.

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/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.

"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.

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.

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.

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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

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