

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 22433 - FACSIMILE EQUIPMENT (Statewide)
		Classification Code: 44
Award Number	:	<u>21457-E*</u> (Replaces Award 18533)
Contract Period	:	December 1, 2008 to November 30, 2013
Bid Opening Date	:	June 26, 2008
Date of Issue	:	December 9, 2008 (Revised November 2, 2012)
Specification Reference	:	As Incorporated In The Invitation for Bids and Purchasing Memorandum dated June 16, 2008
Contractor Information	:	Appears on Pages 2 & 3 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Michael Riley Title : Purchasing Officer I Phone : 518-474-6716 Fax : 518-474-5052 E-mail : michael.riley@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 is for plain paper, facsimile equipment. Award is made for up to three machines per item. Machines available include laser, LED, multi-functional, internet capable and color multifunction laser.

PR #21457

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR ID#</u>
PC64165 E*	BROTHER INTERNATIONAL CORP. 100 Somerset Corporate Blvd. Bridgewater, NJ 08807-0911	908/252-3114 908/704-1700, Ext. 3114 Paula Zapata Fax Nos.: 908/575-3746 908/575-3752 E-mail: paula.zapata@brother.com Website: www.brother.com	223142007 1000008820

Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

PC64166 E*	CANON USA, INC. 2110 Washington Blvd. Suite 300 Arlington, VA 22204	800/807-9170 Gary R. Barth Customer Support/ Order Processing Fax No.: 703/807-3819 E-mail: gmd_government_orders@cusa.canon.com Website: www.usa.canon.com/gmd	132561772 1000006161
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Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for orders up to \$100,000.00.

PC64167 SB E*	CENTURION BUSINESS MACHINES, INC. 1237 Central Ave. Albany, NY 12205	518/458-9665 Donald R. Mentiply Fax No.: 518/458-9159 E-mail: sales@centurionbusiness.com Website: www.centurionbusiness.com	141598937 1000001701
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Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.
Contractor will honor orders for less than the minimum order at no additional charge. Minimum order is \$50.00.

PC64169 E*	MURATEC AMERICA, INC. 3301 E. Plano Pkwy. #100 Plano, TX 75074	800/347-3393 469/429-3456 Louanna Henderson Fax No.: 469/429-3356 E-mail: lhenderson@muratec.com Website: www.muratec.com	561342325 1000009506
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Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.
Contractor will honor orders for less than the minimum order at no additional charge. Minimum order is \$50.00.

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR ID#</u>
PC64170 E*	OCÉ IMAGISTICS, INC. d/b/a OCÉ North America Document Printing Systems 100 Oakview Drive Trumbull, CT 06611	800/618-0473 518/243-4522 Chris VanPatten Fax No.: 518/243-4521 E-mail: christopher.vanpatten@oce.com Website: www.oceusa.com	061611068 1000005400

Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.
Contractor will honor orders for less than the minimum order at no additional charge. Minimum order is \$75.00.

PC64171 E*	RICOH AMERICAS CORPORATION d/b/a Ricoh Ltd. 5 Dedrick Place West Caldwell, NJ 07006	800/742-6479 Mike Pallotta Fax No.: 978/422-9758 E-mail: mike.pallotta@ricoh-usa.com Website: www.ricoh-usa.com	222783521 1000008791
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Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for any dollar amount; no limit.
Contractor will honor orders for less than the minimum order at no additional charge.

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

(continued)

NOTE TO 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.

As an option, should authorized users take advantage of purchasing a fax machine utilizing pricing established in Sub-Items 1B, 2B, 3B, 4B, 5B, 6B, and 7B 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 authorized user including unloading, moving to point of use, uncrating, assembling, complete installation, adjusting, connecting all services and leaving ready to operate to the full extent of its design capabilities. Authorized user is responsible for bringing all services to within 6' of installation site. Also, within five business days of delivery of product, the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is operated and operator maintained so as to perform to the full extent of its design capabilities. Authorized users shall designate personnel which are to receive instruction.

(continued)

SUMMARY OF AWARDS BY ITEM

<u>Item</u>	<u>Contractor</u>	<u>Mfr.</u>	<u>Model</u>	<u>Page</u>
1.	Brother International	Brother	MFC-7240	8
1.	Centurion Business	Okidata	MB280	9
1.	Muratec America	Muratec	F114	10
2.	Brother International	Brother	MFC-8220	11
2.	Centurion	Okidata	MB290	12
2.	Muratec America	Muratec	MF3050	13
3.	Brother International	Brother	MFC-8710DW	14
3.	Centurion	Okidata	B4545	15
3.	OCÉ Imagistics	OCÉ	SX2100	16
4.	Brother International	Brother	MFC-8910DW	17
4.	Centurion	Okidata	B4545	18
4.	OCÉ Imagistics	OCÉ	SX2100 w/NIC6429880 Network Card	19
5.	Muratec America	Muratec	F565	20
5.	Ricoh Americas	Ricoh	4430L	21
6.	Brother International	Brother	MFC-8890DW w/LT-5300	22
6.	Canon USA	Canon	10231F	23
6.	Muratec	Muratec	F-565	24
7.	Centurion	Okidata	CS-2032	25

(continued)

SPECIFICATION DATA SHEET

Parameter	Item 1	Item 1	Item 1	Item 2	Item 2	Item 2
CONTRACTOR:	Brother	Centurion	Muratec	Brother	Centurion	Muratec
Manufacturer	Brother	Okidata	Muratec	Brother	Okidata	Muratec
Model Number	MFC-7240	MB280	F114	MFC-8220	MB290	MFX3050
Print Method	Laser	Laser	Laser	Laser	Laser	Laser
Modem Speed (kbps)	14.4	33.6	33.6	33.6	33.6	33.6
Coding	MH,MR, MMR	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG	MH,MR MMR,JBIG
Transmission Speed (spp)	7	2.5	3	2	2.5	3
Quick Scan (spp)	2.5	2.6	6	2.0	2.6	1.4
Print Speed (ppm)	21	22	17	21	22	30
Type of Document Feeder	ADF	ADF	ADF	ADF	ADF	ADF
Document Feeder Capacity	20	50	30	30	50	50
# of Paper Trays Offered	1	1	1	2	1	2
Total Paper Capacity Avail. (sheets)	250	250	250	500	250	550
# of Opt. Paper Trays Avail.	0	0	0	1	0	1
Paper Capacity Included (sheets)	250	250	250	300	250	300
Memory Included (pages)	400	125	160	600	500	480
Additional Memory Avail.	No	No	No	No	No	Yes
Gray Scale (number)	64	256	256	256	256	256
Auto Dials	222	250	100	332	250	240
Broadcast Locations	272	250	100	Up to 326	250	209
Group Dials	6	--	79	6	--	200
Multifunctional (Yes/No/Optional)?	Yes	Yes	No	Yes	Yes	Yes
2nd Phone Line Avail (Yes/No)?	No	No	No	No	No	No
Capacity of Toner Cartridge incl. (pages)	700	5,500	1,000	3,500	5,500	4,000
Energy Star compliant (Yes/No)?	Yes	Yes	Yes	Yes	Yes	Yes
ADA compliant (Yes/No)?	No	Yes	Yes	No	Yes	Yes

(continued)

SPECIFICATION DATA SHEET

Parameter	Item 3	Item 3	Item 3	Item 4	Item 4	Item 4
CONTRACTOR:	Brother	Centurion	OCÉ	Brother	Centurion	OCE
Manufacturer	Brother	Okidata	OCÉ	Brother	Okidata	OCÉ
Model Number	MFC-8710DW	B4545	SX2100	MFC-8910DW	B4545	SX2100
Print Method	Laser	Laser	Laser	Laser	Laser	Laser
Modem Speed (kbps)	33.6	33.6	33.6	33.6	33.6	33.6
Coding	MH,MR, MMR,JBIG, JPEG	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG, JPEG	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG
Transmission Speed (spp)	2.5	2.5	2	2.5	2.5	2
Quick Scan (spp)	2.5	1.8	2	2.5	1.8	2
Print Speed (ppm)	40	21	21	42	21	21
Type of Document Feeder	ADF & Flatbed	ADF	ADF	DADF & Flatbed	ADF	ADF
Document Feeder Capacity	50	50	50	50	50	50
# of Paper Trays Offered	2	2	1	2	2	1
Total Paper Capacity Avail. (sheets)	550	750	250	550	750	250
# of Opt. Paper Trays Avail.	1	0	1	1	0	1
Paper Capacity Included (sheets)	300	250	250	300	250	250
Memory Included (pages)	500	500	600	500	500	600
Additional Memory Avail.	No	No	Yes	No	No	Yes
Gray Scale (number)	256	256	256	256	256	256
Auto Dials	316	499	332	316	499	332
Broadcast Locations	366	499	382	366	499	382
Group Dials	10	--	6	10	--	6
Multifunctional (Yes/No/Optional)?	Yes	Yes	No	Yes	Yes	No
2nd Phone Line Avail (Yes/No)?	No	No	No	No	No	No
Capacity of Toner Cartridge incl. (pages)	3,000	6,000	3,300	3,000	6,000	3,300
Energy Star compliant (Yes/No)?	Yes	Yes	Yes	Yes	Yes	Yes
ADA compliant (Yes/No)?	No	Yes	Yes	No	Yes	Yes

(continued)

SPECIFICATION DATA SHEET

Parameter	Item 5	Item 5	Item 6	Item 6	Item 6	Item 7
CONTRACTOR:	Muratec	Ricoh	Brother	Canon	Muratec	Centurion
Manufacturer	Muratec	Ricoh	Brother	Canon	Muratec	Okidata
Model Number	F565	4430L	MFC-8890DW	IR10231F	F565	CS2032
Print Method	LED	Laser	Laser	Laser	LED	LED
Modem Speed (kbps)	33.6	33.6	33.6	33.6	33.6	33.6
Coding	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG	MH,MR, MMR,JBIG	Yes
Transmission Speed (spp)	2	2	2	3	2	3
Quick Scan (spp)	1.8	1.3	2.0	3	1.8	3
Print Speed (ppm)	20	15	32	23	20	20
Type of Document Feeder	DADF	ADF	ADF & Flatbed	DADF	DADF	ADF
Document Feeder Capacity	80	70	50	50	80	50
# of Paper Trays Offered	2	2	2	3	2	3
Total Paper Capacity Avail. (sheets)	1,050	1,350	550	1,100	1,050	930
# of Opt. Paper Trays Avail.	1	1 drawer/ 1 bypass	0	1	1	1
Paper Capacity Included (sheets)	550	750	550	600	550	400
Memory Included (pages)	650	1,280	600	1,200	650	256 MB
Additional Memory Avail.	Yes	Yes	No	No	Yes	No
Gray Scale (number)	256	64	256	256	256	256
Auto Dials	1,000	90 quick 200 speed	340	200	1,000	10
Broadcast Locations	1,030	Sequential 250 (dest)	Up to 390	--	1,030	100
Group Dials	100	9	10	199	100	20
Multifunctional (Yes/No/Optional)?	Yes	Yes	Yes	Yes	Yes	Yes
2nd Phone Line Avail (Yes/No)?	Yes w/option	Standard	No	No	Yes w/option	No
Capacity of Toner Cartridge incl. (pages)	3,000	5,000	3,000	8,400	3,000	6,000
Energy Star compliant (Yes/No)?	Yes	Yes	Yes	Yes	Yes	Yes
ADA compliant (Yes/No)?	Yes	Yes	No	Yes	Yes	Yes

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
1A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$189.99	Brother MFC-7240
1B.	Price additional to install machine and training of all personnel.	\$ 40.00	
	Accessory:		
	Handset	Included	
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: Purchase of Item 1A. is 90 days on-site; 9 month exchange thereafter.
Purchase of Item 1A. + 1B. includes a 1 year on-site warranty.

Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$99.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$51.65	2,600 pages	TN-450
Photo Conductor:	\$99.21	12,000 pages	DR-420

Guaranteed Delivery: 3-30 Calendar Days A/R/O

CONTRACTOR, ITEM 1: BROTHER INTERNATIONAL CORP.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
1A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$268.00	Okidata MB280
1B.	Price additional to install machine and training of all personnel.	\$ 40.00	
	Accessory:		
	Handset	\$ 30.00	Kit 101
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$125.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement Toner Cartridge:	\$126.48	5,500 pages	56123402

Guaranteed Delivery: 1-45 Calendar Days A/R/O

CONTRACTOR, ITEM 1: CENTURION BUSINESS MACHINES, INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
1A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$207.00	Muratec F114
1B.	Price additional to install machine and training of all personnel.	\$ 99.00	
	Accessory:		
	Handset	Included	
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$180.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement Toner Cartridge:	\$128.00	3,000 pages	DKT114

Guaranteed Delivery: 30 Calendar Days A/R/O

<u>Associated Products:</u>			
Power Filter w/Fax Protection	\$80.00		JX2

CONTRACTOR, ITEM 1: MURATEC AMERICA, INC.

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
2A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$280.99	Brother MFC-8220
2B.	Price Additional to install machine and training of all personnel.	\$ 39.00	
	Accessory:		
	Handset	Included	
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: Purchase of Item 2A. is 90 days on-site; 9 month exchange thereafter.
Purchase of Item 2A. + 2B. includes a 1 year on-site warranty.

Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$105.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$ 79.53	6,700 pages	TN-570
Photo Conductor:	\$154.97	20,000 pages	DR-510

Guaranteed Delivery: 3-30 Calendar Days A/R/O

Associated Products:

Lower Tray	\$169.99	LT-5000
Network Card	\$212.48	NC-9100L

CONTRACTOR, ITEM 2: BROTHER INTERNATIONAL CORP.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
2A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$335.25	Okidata MB290
2B.	Price additional to install machine and training of all personnel.	\$ 49.75	
	Accessory:		
	Handset	\$ 30.00	Kit 101
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$125.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement Toner Cartridge:	\$126.48	5,500 pages	56123402

Guaranteed Delivery: 1-45 Calendar Days A/R/O

CONTRACTOR, ITEM 2: CENTURION BUSINESS MACHINES, INC.

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
2A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$397.00	Muratec MFX3050
2B.	Price additional to install machine and training of all personnel.	\$ 99.00	
	Accessory: Handset Memory Expansion	\$ 15.00 Included	3050THK

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$369.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement Toner Cartridge:	\$139.30	8,000 pages	DKT3050

Guaranteed Delivery: 30 Calendar Days A/R/O

Associated Products

250 Sheet Second Paper Tray	\$ 203.55	3050CAS
128MB Memory Upgrade	\$ 75.00	3050MEM128
64MB Memory Upgrade	\$ 57.00	3050MEM64
Power Filter w/Fax Protection	\$ 80.00	JX2
Power Filter w/Network & Fax Protection	\$120.00	MFP1

CONTRACTOR, ITEM 2: MURATEC AMERICA, INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
3A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$379.99	Brother MFC-8710DW
3B.	Price Additional to install machine and training of all personnel.	\$ 50.00	
	Accessory:		
	Handset	\$ 10.00	MS1
	Second Paper Tray	\$163.99	LT-5400
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: Purchase of Item 3A. is 90 days on-site; 9 month exchange thereafter.
Purchase of Item 3A. + 3B. includes a 1 year on-site warranty.

Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$119.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$ 81.18	8,000 pages	TN-750
Photo Conductor:	\$154.97	30,000 pages	DR-720

Guaranteed Delivery: 3-30 Calendar Days A/R/O

CONTRACTOR, ITEM 3: BROTHER INTERNATIONAL CORP.

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
3A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$414.95	Okidata B4545
3B.	Price additional to install machine and training of all personnel.	\$ 60.00	
	Accessory:		
	Handset	\$ 30.00	Kit 101
	Second Paper Tray	\$130.43	500 Sheet Tray
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$149.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$102.92	6,000 pages	B4545T
Photo Conductor:	\$ 85.60	20,000 pages	B4545D

Guaranteed Delivery: 1-45 Calendar Days A/R/O

CONTRACTOR, ITEM 3: CENTURION BUSINESS MACHINES, INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
3A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$448.00	OCÉ SX2100
3B.	Price additional to install machine and training of all personnel.	\$ -0-	
	Accessory:		
	Handset	Included	
	Second paper Tray	\$164.00	OCÉ 6429779
	Memory Expansion	\$ 87.00	OCÉ 6429884

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$264.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$109.00	7,500 pages	484-5
Photo Conductor:	\$143.10	20,000 pages	484-4

Guaranteed Delivery: 30 Calendar Days A/R/O

Associated Products

64MB Printer Memory Upgrade	\$ 98.00	6429885
128MB Printer Memory Upgrade	\$109.00	6429882
Stand	\$ 95.00	6429887
Line Filter w/15A Surge Protector	\$179.00	982-6

CONTRACTOR, ITEM 3: OCÉ IMAGISTICS, INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
4A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$487.99	Brother MFC-8910DW
4B.	Price Additional to install machine and training of all personnel.	\$ 50.00	
	Accessory:		
	Handset	\$ 10.00	HS1
	Second Paper Tray	\$163.99	LT-5400
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: Purchase of Item 4A. is 90 days on-site; 9 month exchange thereafter.
Purchase of Item 4A. + 4B. includes a 1 year on-site warranty.

Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$119.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$ 81.18	8,000 pages	TN-750
Photo Conductor:	\$154.97	30,000 pages	DR-720

Guaranteed Delivery: 3-30 Calendar Days A/R/O

CONTRACTOR, ITEM 4: BROTHER INTERNATIONAL CORP.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
4A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$414.95	Okidata B4545
4B.	Price additional to install machine and training of all personnel.	\$ 60.00	
	Accessory:		
	Handset	\$ 30.00	Kit 101
	Second Paper Tray:	\$130.43	500 Sheet Tray
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$149.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$102.92	6,000 pages	B4545T
Photo Conductor:	\$ 85.60	20,000 pages	B4545D

Guaranteed Delivery: 1-45 Calendar Days A/R/O

CONTRACTOR, ITEM 4: CENTURION BUSINESS MACHINES, INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
4A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$600.00	OCÉ SX2100/ W NIC6429880 Network Interface Card
4B.	Price additional to install machine and training of all personnel.	\$ -0-	
	Accessory:		
	Handset	Included	
	Second paper Tray	\$164.00	OCÉ 6429779
	Memory Expansion	\$ 87.00	OCÉ 6429884

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$264.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$109.00	7,500 pages	484-5
Photo Conductor:	\$143.10	20,000 pages	484-4

Guaranteed Delivery: 30 Calendar Days A/R/O

Associated Products

64MB Printer Memory Upgrade	\$ 98.00	6429885
128MB Printer Memory Upgrade	\$109.00	6429882
Stand	\$ 95.00	6429887
Line Filter w/15A Surge Protector	\$179.00	982-6

CONTRACTOR, ITEM 4: OCÉ IMAGISTICS, INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
5A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$879.00	Muratec F565
5B.	Price additional to install machine and training of all personnel.	\$ 99.00	
	Accessory:		
	Handset	\$ 15.00	2030THK
	Second Paper Tray	\$227.70	2030CAS
	Memory Expansion	\$ 72.50	DA7663

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$264.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$160.00	15,00 pages	TS565
Photo Conductor:	\$ 84.00	20,000 pages	DK2030

Guaranteed Delivery: 30 Calendar Days A/R/O

Associated Products:

PCL Print Option	\$357.50	PCL550
2nd Phone Line	\$390.00	AL550
8MB Memory PCB	\$ 72.50	DA7663
Cabinet	\$ 89.10	2030CAB
Power Filter w/Fax Protection	\$ 80.00	JX2
Power Filter w/Network & Fax Protection	\$120.00	MFP1

CONTRACTOR, ITEM 5: MURATEC AMERICA, INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
5A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$693.00	Ricoh 4430L Savin 3770 Fax Lanier F412 Fax
5B.	Price additional to install machine and training of all personnel.	\$ -0-	
	Accessory:		
	Handset	\$ 32.00	410781
	Second Paper Tray	\$140.00	410905
	Memory Expansion		Includes 1,280 pages

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$307.00 Annual Plan

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$ 62.00	5,000 pages	430347
Maintenance Kit	\$ 31.00	45,000 pages	430378
Photo Conductor	\$163.00	45,000 pages	411113

Guaranteed Delivery: 30 Calendar Days A/R/O

Associated Products:

Bypass Feeder	\$111.00	430344
G3 Interface Unit	\$385.00	430422
Color NIC Fax Unit	\$515.00	430419
Feature Expander	\$434.00	430525
Print Controller	\$431.00	430424
PS2 Level 2 Emulation	\$233.00	410775
Cabinet	\$142.00	411136
32MB Memory	\$126.00	001342MIU
64MB Memory	\$233.00	000829MIU
128 MB Memory	\$329.00	001025MIU

CONTRACTOR, ITEM 5: RICOH AMERICAS CORPORATION

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
6A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$558.81	Brother MFC-8890DW w/LT-5300
6B.	Price additional to install machine and training of all personnel.	\$ 74.19	
	Accessory:		
	Handset	\$ 10.00	H51
	Second Paper Tray	Included	LT-5300
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: Purchase of Item 6A. is 90 days on-site; 9 month exchange thereafter.
Purchase of Item 6A. + 6B. includes a 1 year on-site warranty.

Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$119.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$ 81.18	8,000 pages	TN-650
Photo Conductor	\$154.97	25,000 pages	DR-620

Guaranteed Delivery: 3-30 Calendar Days A/R/O

CONTRACTOR, ITEM 6: BROTHER INTERNATIONAL CORP.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
6A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$1,020.00	Canon IR1023IF
6B.	Price additional to install machine and training of all personnel.	\$ 50.00	
	Accessory:		
	Handset	\$ 26.00	
	Second Paper Tray	\$ 221.00	
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$600.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$ 36.00	8,400 pages	GPR-22
Photo Conductor	\$ 79.50	26,900 pages	

Guaranteed Delivery: 30 Calendar Days A/R/O

CONTRACTOR, ITEM 6: CANON U.S.A., INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
6A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$879.00	Muratec F-565
6B.	Price additional to install machine and training of all personnel.	\$ 99.00	
	Accessory:		
	Handset	\$ 15.00	2030 THK
	Second Paper Tray	Included	
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: 90
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$264.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Toner Cartridge:	\$160.00	15,000 pages	TS565
Photo Conductor	\$ 84.00	20,000 pages	DR2030

Guaranteed Delivery: 30 Calendar Days A/R/O

Associated Products:

PCL Print Option	\$357.50	PCL550
2nd Phone Line	\$390.00	AL550
8MB Memory PCB	\$ 72.50	DA7663
Cabinet	\$ 89.10	2030CAB
Power Filter w/Fax Protection	\$ 80.00	JX2
Power Filter w/Network & Fax Protection	\$120.00	MFP1

CONTRACTOR, ITEM 6: MURATEC AMERICA, INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Mfr. & Model No.</u>
7A.	Facsimile Machine, as per the detailed specifications including instruction manual.	\$1,195.00	Okidata CX-2032
7B.	Price additional to install machine and training of all personnel.	\$ 100.00	
	Accessory:		
	Second Paper Tray	\$225.00	
	Memory Expansion	Included	

Manufacturer's Equipment Warranty Period: 90 days
 Price additional to provide full 1-year on-site warranty after manufacturer's warranty period expires: \$249.00

	<u>Unit Price</u>	<u>Yield</u>	<u>Model Number</u>
Price additional for replacement			
Color Toner Cartridges:	\$105.00 ea.	5,000 pages	Type C8 C, M, Y, K
Drum:	\$ 75.00 ea.	20,000 pages	Type C8 C, M, Y, K
Other Required Consumables:	\$180.00	60,000 pages	Fuser
Other Required Consumables:	\$135.00	60,000 pages	Transfer Belt

Guaranteed Delivery: 1-45 Calendar Days A/R/O

CONTRACTOR, ITEM 6: CENTURION BUSINESS MACHINES, INC.

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.

(continued)

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.

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).

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

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>.

(continued)

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

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 (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). 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 \$100.00.

Contractor may elect to honor orders for less than the minimum order, however, no additional charges will be allowed.

(continued)

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be made no later than 45 calendar days after receipt of purchase order.

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:

Each contract shall be for the quantities or dollar values actually ordered during the contract period. 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 five (5) years as stated herein.

Prices or discounts are firm for the entire period of the contract. Price escalation or discount reduction 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.

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.

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.

Warranties/Guarantees shall be performed on-site for a minimum of 90 days after receipt of delivery or the manufacturer's standard warranty, whichever is greater.

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. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$50,000.00.

(continued)

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.

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 a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. In addition to contractor direct sales, if applicable, 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 form 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 Number</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.

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.

(continued)

"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.

(continued)

ASSOCIATED PRODUCTS SUBMITTAL:

Bidders may offer associated products for each item. Associated products shall be listed as outlined in bid price pages.

Associated products shall be limited to attachments, options, additional features and supplies for each machine. The State reserves the right to accept or reject at any time before or after award any or all of the associated products at its discretion.

The associated product submittal shall be offered at the same or better discount than offered for the basic item. Different discounts will be accepted only if it can be verified that the different discounts result from the manufacturer's discounting policy to its dealers/distributors.

The associated product submittal should utilize the following format and shall include the basic item first:

<u>Item Number Price*</u>	<u>Model Number</u>	<u>Item Description</u>	<u>Additional Features</u>	<u>List Price</u>	<u>Percent Discount</u>	<u>Net</u>
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*(Including complete installation)

As new manufacturer's price lists are issued introducing new accessories/attachments and price reductions, such price lists shall be submitted to this office.

All new items requested to be added to the associated product line during the contract or any extension period must be offered in accordance with the discounting format described above. Acceptance of any or all associated products for inclusion in any contract shall be at the sole discretion of the State.

TRADE-INS:

The State reserves the right to offer used equipment in trade as part of the purchase price, in accordance with values in effect at the time the item is traded.

Trade-in equipment is represented by the State "as is" and expresses no warranty as to its condition. In the event that no trade-in allowance is offered or the allowance has not been accepted, the State reserves the right to retain possession of the equipment at the option of the agency. Equipment for trade-in shall be picked up by the contractor at the point indicated in the agency's purchase order and shall be removed at his expense.

GENERAL REQUIREMENTS:

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder.

Each unit shall be provided with a complete charge of all manufacturer's start-up supplies required to be fully operational. Supplies shall not include plain paper.

Supplies bid shall be facsimile Original Equipment Manufacturer (OEM) supplies.

Authorized users, at their sole discretion, and in accordance with their purchasing guidelines may choose supplies from any vendor, where applicable and in their best interests.

NETWORKING:

Contractors are to provide a telephone number for service support for a minimum of 90 days after installation.

Network installation and after installation network support is not part of this contract. Authorized users should plan network requirements and solicit additional costs for networking prior to selection of the machine.

(continued)

ON-SITE SERVICE REQUIREMENTS:

The contractor shall agree to provide on-site maintenance service for the warranty period of 90 days or the manufacturer's standard warranty period, whichever is greater. Availability shall be throughout the State of New York during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays, to keep the machines in good working order. This includes, but is not limited to:

- (a) Contractor shall repair or correct the machines as required to maintain them in good working order. These costs are assumed by the contractor and are inclusive in the maintenance cost quoted per year.
- (b) Preventive Maintenance. Preventive Maintenance (PM) shall be based upon specific needs of the individual machine as determined by the contractor. Preventive maintenance shall include lubrication, necessary adjustments and replacement of parts in accordance with the PM schedule established by the manufacturer.
- (c) On-call remedial maintenance, includes replacement of unserviceable parts. Parts will be furnished on an exchange basis and will be new parts or equivalent to new in performance when used in these machines. Removed parts become the property of the contractor.
- (d) All maintenance performed must be by fully trained and qualified personnel.
- (e) A service log shall be attached to each facsimile machine. The contractor's service representative and the agency shall jointly maintain the service log. The log shall contain the date and time service was completed, a column for the agency to enter the time and date of the request for service, and the nature of the reason for the service call. The authorized user will define to the servicing agent, at the time of the service call, if the facsimile machine is considered "down."
- (f) The contractor must maintain at the service facility a sufficient quantity of spare components to provide completion of service, maintenance, and repair or replacement of the item or items furnished within the time frames listed in (g) below.
- (g) The maximum period of time an authorized user will be without the use of their facsimile machine because of breakdown will be:
 - 9 working hours in the major metropolitan areas of NYS including the Capital Region
 - 18 working hours in other areas of the State
- (h) **SERVICE REPORTS:**
The contractor shall submit within 15 working days of the State's request a summary of service on all machines sold under the contract for which there is a service contract, for an extended warranty period with a minimum of the following data: contractor, manufacturer, model, exact location of machine, date and time of authorized user call for service, date and time service was completed and facsimile machine was operational, and a brief description of service performed.

(continued)

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

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

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

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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

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