

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.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 26002 – MICROFILM EQUIPMENT (Statewide)
		Classification Code: 45
Award Number	:	<u>19357</u> (Replaces Award 00069-G)
Contract Period	:	January 1, 2005 to June 30, 2010
Bid Opening Date	:	September 30, 2004
Date of Issue	:	December 22, 2004 (Revised December 31, 2009)
Specification Reference	:	As Incorporated In The Invitation For Bids
Contractor Information	:	Appears on Page 2-3 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Lori L. Bahan Title : Purchasing Officer I Phone : 518-474-5535 Fax : 518-474-5052 E-mail : lori.bahan@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This Award is for Microfilm Equipment, which includes microfilm accessories, system configurations and packages, maintenance and software.

PR #19357

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61449	CANON U.S.A., INC. One Canon Plaza Lake Success, NY 11042	516-328-5868 Michelle Alicata Fax No.: 516-327-2173 E-mail.: isgbidadmin@cusa.canon.com Website: www.usa.canon.com	132561772

Electronic Access Ordering (EDI) is available. Contact contractor for details. Canon U.S.A., Inc. will accept the New York State Procurement Card for orders not the exceed \$10,000.00. Contractor will honor orders for less than the minimum order of \$50.00 unit and will ship at no additional cost.

Purchase Orders must be issued to:

CANON, U.S.A, INC.
c/o Canon's Authorized Dealer
Attn: Order Processing
2110 Washington Blvd., Ste. 300
Arlington, VA 22204

Invoicing: All invoices will be issued by CANON U.S.A., INC.

Payment: Payments only are to be mailed to Canon U.S.A. Inc. at:
CANON U.S.A., INC
P O Box 841023
Dallas, TX 75284-1023

Inquiries: All inquiries regarding status of order, invoices or payments should be directed to:
Customer Support
Canon U.S.A., Inc.
703/807-3500
E-mail: gmd_government_orders@cusa.canon.com

All other inquiries should be directed to:

Canon U.S.A., Inc.
Don Hartenstine
717-608-8857
E-mail: dhartenstine@cusa.canon.com

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61454	KONICA MINOLTA BUSINESS SOLUTIONS USA 100 Williams Drive Ramsey, NJ 07446	201/236-4222 Harold Scott Berliner Fax No.: 201/818-5764 E-mail: sberliner@kmbs.konicaminolta.us Website: www.konicaminolta.us	131921089

Contractor will honor orders for less than the minimum order of \$50.00 unit and shipping costs will be added in accordance with the “Minimum Order” clause.

See list of Konica Minolta Business Solutions USA authorized dealers and service centers contained herein.

PC61455	DOCUMENT IMAGING SPECIALISTS, LLC d/b/a INFORMATION MANAGEMENT SERVICES 81 Country Downs Cir. Fairport, NY 14450	800/765-0084 585/388-6975 Michael Iadarola Fax No.: 801/665-9617 E-mail: miadarola@infomgtserv.com	260792061
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Address for Remitting invoices:
Information Management Services, Inc.
 1020 Taylor Station Rd.
 Columbus, OH 43230

Contractor will honor orders for less than the minimum order of \$50.00 unit and will ship at no additional cost.

AUTHORIZED DEALERS AND SERVICE CENTERS FOR CANON, USA, INC.

Canon will deliver and install the proposed equipment through the following Canon Authorized Micrographics Dealers within the State of New York.

Biel’s Information Technology Systems 1201 Indian Church Road Buffalo, NY 14224 (716) 675-2121	Biel’s Information Technology Systems 302 Upton Street East Syracuse, NY 10357 (800) 836-1009	Biel’s Information Technology Systems 1210 Jefferson Road Rochester, NY 14607 (716) 424-1670
Canon Business Solutions East 125 Park Ave New York, NY 10016 (212) 850-1000	DRS Imaging 75 Maiden Lane New York, NY 10038 (212) 924-8680	Photo Micrographics, Inc. 8 Corporate Circle Albany, NY 12203 (518) 464-1027
Photo Micrographics, Inc. 150 Ackley Avenue Johnson City, NY 13790 (800) 724-0340	Photo Micrographics, Inc. 709 Erie Boulevard West Syracuse, NY 13204 (315) 471-0667	

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AUTHORIZED DEALERS AND SERVICE CENTERS
FOR KONICA MINOLTA BUSINESS SOLUTIONS, USA

Image Integrator, LLC 1005 W. Fayette St., Suite 3D Syracuse, NY 13204 Federal ID#: 270080053 Telephone: (315) 474-9788	Konica Minolta Business Solutions, USA 420 Lexington Avenue New York, NY 10170 Federal ID#: 131921089 Telephone: (212) 294-6220
National Microsales, Inc. 45 Seymour Street Stratford, CT 06615 Federal ID#: 060851141 Telephone: (203) 377-0479	Precision Microproducts of America 1 Comac Loop Ronkonkoma, NY 11779 Federal ID#: 113089996 Telephone: (631) 580-3456

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.

(continued)

NOTE TO AUTHORIZED USERS: (Cont'd)

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:

Prices include 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.

A single percentage discount shall apply for each Item category.

The contractor may update the contract price list on a quarterly basis only, beginning with the contract start date to reflect new products, manufacturer's price changes, deletion of discontinued products, etc. However, all percentage discounts shall remain firm (unchanged) or they may increase for the duration of the contract. Contractors shall submit three (3) copies of their additions or updates to the Price List to the Office of General Services for review and approval prior to issuing to agencies. Contractor shall provide requesting agencies with copies of approved price list(s).

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ITEM 1 – PRICE LIST FOR MINOLTA

<u>Item Category</u>	<u>Discount</u>
a. Micrographics Products, Main Units	26%
b. Micrographics Products, Accessories	26%
c. Micrographics Products, Supplies	26%
d. Hybrid Products, Main Units	26%
e. Hybrid Products, Accessories	26%
f. Hybrid Products, Supplies	26%
g. Electronic Publication Systems, Main Units	20%
h. Electronic Publication Systems, Accessories	20%
i. Electronic Publication Systems, Supplies	20%

NOTE: Separate GSA purchase, maintenance and installation pricing is available in each category.

Manufacturer: Konica Minolta

Title and Date of Applicable Price List: Konica Minolta Business Solution USA Micrographics Price List
dated September 28, 2007

Applicable Pages of Price List: All

Inclusions: All

VOLUME PRICING-PRICE BREAK

	<u>Discounts</u>
For agency's aggregate purchase in dollars: \$250,000.00 and above	2%

VOLUME PRICING PRICE BREAKS for

Aggregate contract purchases in dollars

Statewide:	\$1,000,000.00	2%
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Guaranteed Delivery: 40 Days A/R/O

* GSA Pricing has been lowered by 0.75%

CONTRACTOR, ITEM NO. 1: KONICA MINOLTA BUSINESS SOLUTIONS, USA.

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ITEM 2 – PRICE LIST FOR CANON U.S.A., INC.

<u>Item Category</u>	<u>Discount</u>
a. Rotary Filmers	25%
b. Rotary Filmer Accessories	25%
c. Rotary Filmer Supplies	25%
d. Canofilmer	25%
e. Canofilmer Accessories	25%
f. Canofilmer Supplies	25%
g. Printers/Microprinters	25%
h. Printer/Microprinter Accessories	25%
i. Printer/Microprinter Supplies	25%
j. Digital Microprinters	25%
k. Digital Microprinter Accessories	25%
l. Digital Microprinter Supplies	25%
m. Microfilm Scanners	25%
n. Microfilm Scanner Accessories	25%
o. Microfilm Scanner Supplies	25%

Manufacturer: Canon U.S.A., Inc.

Title and Date of Applicable Price List: Canon Image Filing Systems Retail Price List dated March 25, 2009 and DR Scanner Retail Price List dated March 27, 2009

Applicable Pages of Price List: All

Inclusions: Full Line Canon Products

Guaranteed Delivery: 40 Days A/R/O

CONTRACTOR, ITEM NO.2: CANON, U.S.A, INC.

ITEM 3 - PRICE LIST FOR EASTMAN KODAK

<u>Item Category</u>	<u>Discount</u>
a. Microimagers & Microfilm Equipment	28%
b. Microimagers & Microfilm Accessoris	18%
c. Imagelink Retrieval Products	28%
d. Imagelink Retrieval Accessories	18%
e. Microfilm Processing Products	28%
f. Microfilm Processing Accessories	18%
g. Integrated Imaging Products	20%
h. Supplies and Film	10%
i. Kodak Support Services	5%

Manufacturer: Eastman Kodak Co.

Title and Date of Applicable Price List: Kodak Document Imaging, KAIR Imagelink Products Equipment, Software and Supplies Catalog dated October 1, 2008

Applicable Pages of Price List: ALL

Inclusions: Kodak Products, Software and Supplies

Exclusions: Desktop 3 Microfilmer has been discontinued

Guaranteed Delivery: 40 Days A/R/O

*Equipment serviced on customer premises

CONTRACTOR, ITEM NO.3: DOCUMENT IMAGING SPECIALISTS, LLC d/b/a INFORMATION MANAGEMENT SERVICES

(continued)

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.

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.state.ny.us). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

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.

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NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS: (Cont'd)

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." 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:

This contract 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 \$50.00 unit.

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.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery of product is to be completed within 40 calendar days, or less, after receipt of 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.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of 5 years as stated herein.

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

Discounts are firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the contract award. Discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of ten (10) years.

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.

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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.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.
Minimum warranty shall be 90 days for parts and labor.
Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.
Accessories are to be 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.

SERVICE CENTERS:

A list of authorized service centers (names, addresses and telephone numbers) which will service the equipment throughout the state is included herein.

AUTHORIZED DEALERS:

A list of Authorized Dealers to receive orders and remit invoices is included herein.

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.

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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:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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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.

"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.

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**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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