



Contract Award Notification

Title	:	Group 35200 – FIREARMS, AMMUNITION, HANDCUFFS, BATONS, & HOLSTERS (State Agencies, Political Subdivisions & Other Authorized Users)
		Classification Code(s): 46
Award Number	:	<u>22641</u> (Replaces Award 20881)
Contract Period	:	November 1, 2013 to October 31, 2018
Bid Opening Date	:	June 27, 2013
Date of Issue	:	October 31, 2013 (Revised Award November 1, 2016)
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
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**The New York State Procurement values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This Contract Award Notification provides contracts for firearms, ammunition, handcuffs, batons, holsters and related products for use by State agencies and authorized non-state agencies.

PR # 22641

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.ID.# / NYS VENDOR#</u>
PC66331 SB	AmChar Wholesale, Inc. 100 Airpark Dr. Rochester, NY 14624	(800) 333-0695, Ext. 149 (585) 328-3951, Ext. 149 Mr. Robert Bartl Fax No.: (585) 328-3749 E-mail: sales@amchar.com Web: www.amchar.com	161374334 1000008113
PC66332	Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland, PA 17070	(800) 781-2677 (717) 774-3339 Ext. 1142 Mr. Tom Caruso Fax No.: (717) 774-4463 E-mail: tom.caruso@atlantictactical.com Web: www.atlantictactical.com	232082171 1100007949
PC66333	Combined Systems Inc. D/B/A Combined Tactical Systems 388 Kinsmand Road Jamestown, PA 16134	(888) 989-7800 (724) 932-2177 Ms. Kristal Starcher Fax No.: (724) 932-2166 E-mail: Kristal@combinedsystems.com Web: www.combinedsystems.com	133064673 1000006290
PC66334	Eagle Point Gun/T.J. Morris & Son 1707 Third Street Thorofare, NJ 08086	(855) 556-4045 (856) 848-6945 Mr. Thomas J. Morris III Fax No.: (856) 384-2938 E-mail: majortjmorrisiii@comcast.net	222091273 1000008732
PC66335	Jurek Brothers, Inc. 59 School Street Greenfield, MA 01301	(800) 628-8498 (413) 774-2783 Mr. Greg Jurek/Mr. Steve Jurek Fax No.: (413) 772-2988 E-mail: info@jurekbrothers.com Web: www.jurekbrothers.com	042039721 1000005238
PC66578 SB	New York Police Supply Inc. 1460 Ridge Road East Rochester, NY 14621	1-800-262-2832 Michael Cohn E-mail: nyps@frontiernet.net Web: nypolicesupply.com	161301974 1000008015
PC66336 WBE SB	Rosen's Department Store Inc. d/b/a Rosen's Uniforms 230 Central Ave. Albany, NY 12206	800-434-1376 Adrienne Nadoraski E-mail: a@rosensuniforms.com Web: www.rosensuniforms.com	141511288 1000006780

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.ID.# / NYS VENDOR#</u>
PC66337	Safariland, LLC D/B/A The Safariland Group 13386 International Parkway Jacksonville, FL 32218	<u>For Orders:</u> (800) 347-1200 (909) 673-1262 Service Centers Fax No.: (800) 366-1669 Web: www.safariland.com <u>For Contract:</u> (800) 347-1200 Ext. 11739 (904) 741-1739 Ms. Patricia Coppedge Fax No.: (904) 807-4984 Email: patricia.coppedge@safariland.com Web: www.safariland.com	592044869 1000009562

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 NEW YORK STATE PROCUREMENT 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 NEW YORK STATE PROCUREMENT.

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.

NOTICE TO CONTRACT VENDORS AND CONTRACT USERS:

Vendors and authorized users must comply with all applicable federal, state and local laws pertaining to the disposal, sale, and transfer of firearms, including, but not limited to, the New York Secure Ammunition and Firearms Enforcement Act of 2013 (NY Safe Act) and any amendments thereto, New York State Penal Law Articles 265 and 400, and General Business Law Article 39-DDD.

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 authorized user including unloading at an armory or to the quartermaster.

New York State and its Political Subdivisions are exempt from F.E.T. and State and Local Sales Tax.

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

Best and Final Price

State agencies and authorized users may request better net prices for large orders (e.g., orders for over \$10,000) or when market conditions warrant.

Lower Pricing

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

Current NYS Price Lists may be posted on OGS's website for agencies' use.

NEW YORK STATE PROCUREMENT CARD:

The following contractors have indicated that they will accept the NYS Procurement Card for orders up to dollar values listed:

AmChar Wholesale, Inc.	\$1,000
Atlantic Tactical, Inc.	\$15,000
Combined Systems, Inc.	\$15,000
Safariland, LLC	\$15,000

However, no additional discount for purchases made with the NYS Procurement Card will be allowed.

LOT I – FIREARMS

Item No.	Description	-% Discount from List	Price List Price Identification
1.	Beretta		
	Law Enforcement Firearms:	10% MAP	2013 LE Dealer 1/1/2013
	Accessories:	0% MAP	Beretta Pro Shop Accessories 1/1/2013

Delivery: 60 Days ARO

CONTRACTOR, LOT I, ITEM 1: AMCHAR WHOLESALE, INC.

2.	Beretta		
	Sporting Arms:		NO AWARD THIS ITEM
	Accessories:		NO AWARD THIS ITEM
3.	Colt		
	Law Enforcement Firearms:	7.84% Distributor	Colt 2013 LE 4/10/2013
	Accessories:	0% Suggested Agency	Colt 2013 LE 4/10/2013

Delivery: 90-180 Days ARO

CONTRACTOR, LOT I, ITEM 3: AMCHAR WHOLESALE, INC.

4.	Colt		
	Sporting Arms:		NO AWARD THIS ITEM
	Accessories:		NO AWARD THIS ITEM
5.	Glock		
	Law Enforcement Firearms:	1% Suggested Agency	Glock LE Distributor 8/16/2012
	Accessories:	12.5% Officer/Agency	Glock LE Distributor 8/16/2012

Delivery: 90-180 Days ARO

CONTRACTOR, LOT I, ITEM 5: AMCHAR WHOLESALE, INC.

6.	Glock		
	Sporting Arms		NO AWARD THIS ITEM
	Accessories:		NO AWARD THIS ITEM

LOT I – FIREARMS (Cont'd)

Item <u>No.</u>	<u>Description</u>	-% Discount <u>from List</u>	<u>Price List</u> <u>Price Identification</u>
7.	Heckler & Koch		
	Law Enforcement Firearms:	10%	LE 4/29/2013
		Suggested L/E	
	Accessories:	0%	LE 4/29/2013
		Suggested L/E	

Delivery: 30-180+ Days ARO

CONTRACTOR, LOT I, ITEM 7: AMCHAR WHOLESALE, INC.

8.	Heckler & Koch		
	Sporting Arms:		NO AWARD THIS ITEM
	Accessories:		NO AWARD THIS ITEM

9.	Mossberg		
	Law Enforcement Firearms:	35.2%	2013 Mossberg LE 1/1/2013
		MSRP	
	Accessories:	35.2%	2013 Mossberg LE 1/1/2013
		MSRP	

Delivery: 120-150 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC	<u>FED. ID.#</u>
495 North French Road	113262250
Buffalo, NY 14228	<u>NYS VENDOR #</u>
Phone: (716) 691-4400	1000034176
Fax No. (716) 691-1406	
Contact: Josh Muskat	
Email: josh@uniteduniform.com	

CONTRACTOR, LOT I, ITEM 9: ATLANTIC TACTICAL, INC.

10.	Mossberg		
	Sporting Arms:	11%	2013 Distributor Pricelist OF Mossberg
		2013 Distributor	1/1/2013
	Accessories:	0%	2013 Distributor Pricelist OF Mossberg
		2013 Distributor	1/1/2013

Delivery: 120-150 Days ARO

CONTRACTOR, LOT I, ITEM 10: AMCHAR WHOLESALE, INC.

11.	Remington		
	Law Enforcement Firearms:	0%	Remington 2013 LE Firearms 1/1/2013
		MFG Net Selling Price	
	Accessories:	0%	Remington 2013 LE Firearms 1/1/2013
		MSRP	

Delivery: 60-120 Days ARO

CONTRACTOR, LOT I, ITEM 11: AMCHAR WHOLESALE, INC.

LOT I – FIREARMS (Cont'd)

Item <u>No.</u> <u>Description</u>	-% Discount <u>from List</u>	Price List <u>Price Identification</u>
12. Remington Sporting Arms: Accessories:		NO AWARD THIS ITEM NO AWARD THIS ITEM

13. Savage Law Enforcement Firearms: Accessories:		NO AWARD THIS ITEM NO AWARD THIS ITEM

14. Savage Sporting Arms: Accessories:	0% Distributor 5% MSRP	MSRP dated 11/1/2012 MSRP dated 11/1/2012

Delivery: 120+ Days ARO

CONTRACTOR, LOT I, ITEM 14: AMCHAR WHOLESALE, INC.

15. Smith & Wesson Law Enforcement Firearms:	38.62% Sugg. Retail	LE/ Federal & Military Retail 1/1/2013
Accessories:	38.62% Sugg. Retail	LE/ Federal & Military Retail 1/1/2013

Delivery: 1-120 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC	<u>FED. ID.#</u>
495 North French Road	113262250
Buffalo, NY 14228	<u>NYS VENDOR #</u>
Phone: (716) 691-4400	1000034176
Fax No. (716) 691-1406	
Contact: Josh Muskat	
Email: josh@uniteduniform.com	

CONTRACTOR, LOT I, ITEM 15: ATLANTIC TACTICAL, INC.

16. Smith & Wesson Sporting Arms:	38.62% Sugg. Retail	LE/ Federal & Military Retail 1/1/2013
Accessories:	38.62% Sugg. Retail	LE/ Federal & Military Retail 1/1/2013

Delivery: 1-120 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC	<u>FED. ID.#</u>
495 North French Road	113262250
Buffalo, NY 14228	<u>NYS VENDOR #</u>
Phone: (716) 691-4400	1000034176
Fax No. (716) 691-1406	
Contact: Josh Muskat	
Email: josh@uniteduniform.com	

CONTRACTOR, LOT I, ITEM 16: ATLANTIC TACTICAL, INC.

LOT I – FIREARMS (Cont'd)

Item <u>No.</u>	<u>Description</u>	<u>-% Discount from List</u>	<u>Price List Price Identification</u>
17.	US Repeating Arms (Winchester) Law Enforcement Firearms: Accessories:		NO AWARD THIS ITEM NO AWARD THIS ITEM

18.	US Repeating Arms (Winchester) Sporting Arms: Accessories:		NO AWARD THIS ITEM NO AWARD THIS ITEM
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19.	Benelli Law Enforcement Firearms:	2% Wholesale	2013 LE Dealer 1/1/2013
	Accessories:	10% MSRP	2013 LE Dealer 1/1/2013

Delivery: 180+ Days ARO

CONTRACTOR, LOT I, ITEM 19: AMCHAR WHOLESAL, INC.

20.	Benelli Sporting Arms: Accessories:		NO AWARD THIS ITEM NO AWARD THIS ITEM
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21.	Bushmaster Law Enforcement Firearms:	1.75% Distributor	MSRP 2013 4/1/2013
	Accessories:	37.5% MSRP	MSRP 2013 4/1/2013

Delivery: 90-120 Days ARO

CONTRACTOR, LOT I, ITEM 21: AMCHAR WHOLESAL, INC.

22.	Bushmaster Sporting Arms:	1.75% Distributor	MSRP 2013 4/1/2013
	Accessories:	37.5% MSRP	MSRP 2013 4/1/2013

Delivery: 90-120 Days ARO

CONTRACTOR, LOT I, ITEM 22: AMCHAR WHOLESAL, INC.

23.	FNH USA Law Enforcement Firearms:	0% Agency	LE Price List for 2013 1/1/2013
	Accessories:	0% Agency	LE Price List for 2013 1/1/2013

Delivery: 30-180 Days ARO

CONTRACTOR, LOT I, ITEM 23: AMCHAR WHOLESAL, INC.

LOT I – FIREARMS (Cont'd)

Item	-% Discount	Price List
<u>No.</u> <u>Description</u>	<u>from List</u>	<u>Price Identification</u>
24. FNH USA		
Sporting Arms:		NO AWARD THIS ITEM
Accessories:		NO AWARD THIS ITEM

25. Kahr Arms		
Law Enforcement Firearms:	4%	Kahr Arms 2013 LE Distributor
	Distributor	Program 1/1/2013
Accessories:	40%	Kahr Arms 2013 LE Distributor
	Officer Pricing	Program 1/1/2013

Delivery: 120-150 Days ARO

CONTRACTOR, LOT I, ITEM 25: AMCHAR WHOLESALE INC.

26. Kahr Arms		
Sporting Arms:		NO AWARD THIS ITEM
Accessories:		NO AWARD THIS ITEM

27. LWRC		
Sporting Arms:	2.43%	LWRC 2015 LE Price List
	Agency	
Accessories:	2.43%	LWRC 2015 LE Price List
	Agency	

Delivery: 1-120 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC	<u>FED. ID.#</u>
495 North French Road	113262250
Buffalo, NY 14228	<u>NYS VENDOR #</u>
Phone: (716) 691-4400	1000034176
Fax No. (716) 691-1406	
Contact: Josh Muskat	
Email: josh@uniteduniform.com	

CONTRACTOR, LOT I, ITEM 27: ATLANTIC TACTICAL, INC.

28. Sig Sauer		
Law Enforcement Firearms:	4.50%	2016 Sig Sauer LE Price list
	Agency	
Accessories:	4.50%	2016 Sig Sauer LE Price list
	Agency	

Delivery: 1-180 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC	<u>FED. ID.#</u>
495 North French Road	113262250
Buffalo, NY 14228	<u>NYS VENDOR #</u>
Phone: (716) 691-4400	1000034176
Fax No. (716) 691-1406	
Contact: Josh Muskat	
Email: josh@uniteduniform.com	

CONTRACTOR, LOT I, ITEM 28: ATLANTIC TACTICAL INC.

LOT I – FIREARMS (Cont'd)

<u>Item</u>		<u>-% Discount</u>	<u>Price List</u>
<u>No.</u>	<u>Description</u>	<u>from List</u>	<u>Price Identification</u>
29.	Strum Ruger		
	Law Enforcement Firearms:	3%	2013 Distributor 5/6/2013
		Distributor	
	Accessories:	40%	2013 Distributor 5/6/2013
		Retail	

Delivery: 30-90 Days ARO

CONTRACTOR, LOT I, ITEM 29: AMCHAR WHOLESALE, INC.

30.	Strum Ruger		
	Sporting Arms:	3%	2013 Distributor 5/6/2013
		Distributor	
	Accessories:	40%	2013 Distributor 5/6/2013
		Retail	

Delivery: 30-90 Days ARO

CONTRACTOR, LOT I, ITEM 30: AMCHAR WHOLESALE, INC.

LOT II – AMMUNITION - Minimum order for ammunition is one full case of a single load.

<u>Item No.</u>	<u>Description</u>	<u>-% Discount from List Price</u>	<u>Price List Identification</u>
1.	Federal	0% LE Distributor Price	Federal Premium LE 5/15/2013

Delivery: 30-360 Days ARO

CONTRACTOR, LOT II, ITEM 1: EAGLE POINT GUN/T.J. MORRIS & SON

2.	Simunition		NO AWARD THIS ITEM
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3.	Speer (CCI, Lawman, Blazer)	0% L/E Dist. Price	CCI/Speer 2013 Pricing 5/15/2013
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Delivery: 30-360 Days ARO

CONTRACTOR, LOT II, ITEM 3: AMCHAR WHOLESALe, INC.

4.	Remington	28% MSRP/CASE	Remington LE Pricing 4/1/2013
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Delivery: 30-360 Days ARO

CONTRACTOR, LOT II, ITEM 4: AMCHAR WHOLESALe, INC.

5.	Winchester	49% PRICE DELIVERED W/O FET/CASE	2016 Winchester Law Enforcement Price List 11/1/2016
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Delivery: 7-280 Days ARO

CONTRACTOR, LOT II, ITEM 5: JUREK BROTHERS, INC.

6.	ATK Force on Force	0% MAP Case Pricing	ATK - Force on Force Price List 1/1/13
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Delivery: 30-90 Days ARO

CONTRACTOR, LOT II, ITEM 6: AMCHAR WHOLESALe, INC.

7.	Hornady	2% FET OUT	2013 Law Enforcement Pricing 1/1/2013
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Delivery: 30-360Days ARO

CONTRACTOR, LOT II, ITEM 7: AMCHAR WHOLESALe, INC.

8.	Pierce Munitions	0% L/E Dist. Price	Pierce Munitions Price List 1/1/13
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Delivery: 30-360 Days ARO

CONTRACTOR, LOT II, ITEM 8: AMCHAR WHOLESALe, INC.

9.	UTM		NO AWARD THIS ITEM
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LOT III – HANDCUFFS

<u>Item No.</u>	<u>Description</u>	<u>-% Discount from List Price</u>	<u>Price List Identification</u>
1.	Peerless	45.7% MSRP	Peerless Handcuff Company MSRP 2015 1/1/2015

Delivery: 30 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC FED. ID.#
495 North French Road 113262250
Buffalo, NY 14228 NYS VENDOR #
Phone: (716) 691-4400 1000034176
Fax No. (716) 691-1406
Contact: Josh Muskat
Email: josh@uniteduniform.com

CONTRACTOR, LOT III, ITEM 1: ATLANTIC TACTICAL, INC.

2.	Smith & Wesson	34.9% Retail	LE/ Federal & Military Retail 1/1/2013
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Delivery: 30 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC FED. ID.#
495 North French Road 113262250
Buffalo, NY 14228 NYS VENDOR #
Phone: (716) 691-4400 1000034176
Fax No. (716) 691-1406
Contact: Josh Muskat
Email: josh@uniteduniform.com

CONTRACTOR, LOT III, ITEM 2: ATLANTIC TACTICAL, INC.

3.	C & S Security		NO AWARD THIS ITEM
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4.	ASP	37.84% Retail	ASP Retail Price Schedule January 2016
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Delivery: 30 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC FED. ID.#
495 North French Road 113262250
Buffalo, NY 14228 NYS VENDOR #
Phone: (716) 691-4400 1000034176
Fax No. (716) 691-1406
Contact: Josh Muskat
Email: josh@uniteduniform.com

CONTRACTOR, LOT III, ITEM 4: ATLANTIC TACTICAL, INC.

LOT III – HANDCUFFS

Item	-% Discount	Price List
<u>No.</u> <u>Description</u>	<u>from List Price</u>	<u>Identification</u>
5. Combined Systems, Inc.	37%	2013 CTS Thompson Agency 3/1/2013
	D	

Delivery: 30 Days ARO

Combined Systems, Inc. has authorized the following distributors to take orders and receive payments for this item:

Applied Tactical Technologies	<u>FED.ID.#</u>	Rosen’s Uniforms	<u>FED.ID.#</u>
171-D Eads Street	113262250	230 Central Avenue	141511288
West Babylon, NY 11704	<u>NYS VENDOR#</u>	Albany, NY 12206	<u>NYS VENDOR#</u>
Phone: (800) 223-1204	1000034176	Phone: (518) 434-1376	1000006780
Fax No.: (877) 839-4265		Fax No.: 717-774-4463	
Contact: John Parmerton		Contact: Adrienne Nadoraski	
Email: contact@att-tactical.com		Email: a@rosensuniforms.com	

CONTRACTOR, LOT III, ITEM 5: COMBINED SYSTEMS, INC.

LOT IV – BATONS

<u>Item No.</u>	<u>Description</u>	<u>-% Discount from List Price</u>	<u>Price List Identification</u>
1.	Monadnock	15% MSRP	Monadnock 2015 Retail Price List Eff. 2/1/2015

Delivery: 30 Days ARO

Safariland, LLC has authorized the following distributors to take orders and ship direct for this item:

United Uniforms Distribution LLC
495 North French Road
Buffalo, NY 14228
Phone: (716) 691-4400
Fax No.: (716) 691-1406
Contact: Josh Muskat
Email: josh@uniteduniform.com

Atlantic Tactical, Inc.
72-25 Queens Blvd.
Woodside, NY 11377
Phone: (800) 781-2677
Fax No.: (717) 774-4463
Contact: Sean Conville
Email: sconville@atlantictactical.com

Charles Greenblatt Inc.
34-36 Cain Drive
Brentwood, NY 11717
Phone: (631) 231-4010
Fax No.: (631) 231-4024
Contact: Matthew Greenblatt
Email: cgi1947@aol.com

CONTRACTOR, LOT IV, ITEM 1: SAFARILAND, LLC

2.	Kohaut & Co		NO AWARD THIS ITEM
3.	ASP	38.53%	ASP Retail Price Schedule January 2016

Delivery: 30 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC FED. ID.#
495 North French Road 113262250
Buffalo, NY 14228 NYS VENDOR #
Phone: (716) 691-4400 1000034176
Fax No. (716) 691-1406
Contact: Josh Muskat
Email: josh@uniteduniform.com

CONTRACTOR, LOT IV, ITEM 3: ATLANTIC TACTICAL, INC.

LOT V – HOLSTERS, DUTY BELTS AND RELATED ACCESSORIES

<u>Item No.</u>	<u>Description</u>	<u>-% Discount from List Price</u>	<u>Price List Identification</u>
1.	Bianchi	25% MSRP	Bianchi 2015 Retail Price List Eff. 2/1/2015

Delivery: 30 Days ARO

Safariland, LLC has authorized the following distributors to take orders and ship direct for this item:

United Uniforms Distribution LLC
495 North French Road
Buffalo, NY 14228
Phone: (716) 691-4400
Fax No.: (716) 691-1406
Contact: Josh Muskat
Email: josh@uniteduniform.com

Atlantic Tactical, Inc.
72-25 Queens Blvd.
Woodside, NY 11377
Phone: (800) 781-2677
Fax No.: (717) 774-4463
Contact: Sean Conville
Email: sconville@atlantictactical.com

Charles Greenblatt Inc.
34-36 Cain Drive
Brentwood, NY 11717
Phone: (631) 231-4010
Fax No.: (631) 231-4024
Contact: Matthew Greenblatt
Email: cgi1947@aol.com

CONTRACTOR, LOT V, ITEM 1: SAFARILAND, LLC

2.	DeSantis	47% Retail	DeSantis Retail Price List 1/1/2013
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Delivery: 30-90 Days ARO

CONTRACTOR, LOT V, ITEM 2: AMCHAR WHOLESAL, INC.

3.	Don Hume		NO AWARD THIS ITEM
4.	Safariland	25% MSRP	Safariland Duty Gear 2015 Retail Price List Eff. 2/1/2015

Delivery: 30 Days ARO

Safariland, LLC has authorized the following distributors to take orders and ship direct for this item:

United Uniforms Distribution LLC
495 North French Road
Buffalo, NY 14228
Phone: (716) 691-4400
Fax No.: (716) 691-1406
Contact: Josh Muskat
Email: josh@uniteduniform.com

Atlantic Tactical, Inc.
72-25 Queens Blvd.
Woodside, NY 11377
Phone: (800) 781-2677
Fax No.: (717) 774-4463
Contact: Sean Conville
Email: sconville@atlantictactical.com

Charles Greenblatt Inc.
34-36 Cain Drive
Brentwood, NY 11717
Phone: (631) 231-4010
Fax No.: (631) 231-4024
Contact: Matthew Greenblatt
Email: cgi1947@aol.com

CONTRACTOR, LOT V, ITEM 4: SAFARILAND, LLC

LOT V – HOLSTERS, DUTY BELTS AND RELATED ACCESSORIES (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>-% Discount from List Price</u>	<u>Price List Identification</u>
5.	Blackhawk Outdoors	44.1% MSRP	2015 Blackhawk! Pricing (version 15.1b)

Delivery: 30 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC	<u>FED. ID.#</u>
495 North French Road	113262250
Buffalo, NY 14228	<u>NYS VENDOR #</u>
Phone: (716) 691-4400	1000034176
Fax No. (716) 691-1406	
Contact: Josh Muskat	
Email: josh@uniteduniform.com	

CONTRACTOR, LOT V, ITEM 5: ATLANTIC TACTICAL, INC.

6.	Gould & Goodrich	46% Retail	Gould & Goodrich Retail 1/1/2013
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Delivery: 30 Days ARO

CONTRACTOR, LOT V, ITEM 6: NEW YORK POLICE SUPPLY INC.

7.	5.11	42.28% MSRP	5.11 Spring 2015 Price List (Eff. 1/1/2015)
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Delivery: 1-30 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC	<u>FED. ID.#</u>
495 North French Road	113262250
Buffalo, NY 14228	<u>NYS VENDOR #</u>
Phone: (716) 691-4400	1000034176
Fax No. (716) 691-1406	
Contact: Josh Muskat	
Email: josh@uniteduniform.com	

CONTRACTOR, LOT V, ITEM 7: ATLANTIC TACTICAL, INC.

8.	Perfect Fit	18% MSRP	Perfect Fit Shield Wallets Retail Price List (Eff. 1/1/2015)
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Delivery: 7-30 Days ARO

CONTRACTOR, LOT V, ITEM 8: ROSEN'S UNIFORMS

LOT V – HOLSTERS, DUTY BELTS AND RELATED ACCESSORIES (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>-% Discount from List Price</u>	<u>Price List Identification</u>
9.	Strong	49.63% Retail	Strong Badge Case and Gear Bag Dealer and MSRP 2015 (Eff. 4/1/15)

Delivery: 30 Days ARO

Atlantic Tactical, Inc. has authorized the following distributor to take orders, receive payment, and ship direct for this item:

United Uniforms Distribution, LLC	<u>FED. ID.#</u>
495 North French Road	113262250
Buffalo, NY 14228	<u>NYS VENDOR #</u>
Phone: (716) 691-4400	1000034176
Fax No. (716) 691-1406	
Contact: Josh Muskat	
Email: josh@uniteduniform.com	

CONTRACTOR, LOT V, ITEM 9: ATLANTIC TACTICAL, INC.

DELIVERY:

General

Delivery timeframes appearing in this contract award notification are expressed in the number of calendar days required to make delivery after receipt of a purchase order, for each item under each Lot Number. Actual delivery dates shall be specified at the time of order as set forth below. Contractors are expected to strictly adhere to the delivery timeframes in this contract award.

Delivery location 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, New York State Procurement.

Shipping Dates and Delivery Time

- All correspondence on shipping dates and delivery time shall be directed to the authorized user's contact person.
- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order and shall also provide anticipated shipping date.

If shipment will not be made within the anticipated delivery timeframe, the contractor is required to notify the authorized user in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and a revised anticipated ship date. The authorized user may request the contractor to provide documentation to support the reason for the shipping delay. Failure to supply timely written notification of delay to the authorized user or should the reason for the delay not be acceptable to the authorized user, appropriate contract default proceedings may be initiated.

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.

GUARANTEE:

The contractor guarantees that the equipment offered is new equipment. Every unit delivered must be guaranteed against faulty material and workmanship for not less than a period of one (1) year. If, during this period, such faults develop, the unit or part affected is to be replaced without any cost to the State including any charges for parts, labor and transportation. Any additional warranty generally offered by the manufacturers shall become part of the contract.

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.

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.

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, New York State Procurement prior to effectuation.

CONTRACT UPDATES:

The following guidelines and Appendix D, Contract Update Form attached to this Contract are subject to change at the discretion of OGS.

CONTRACTOR’S SUBMISSION OF CONTRACT UPDATES:

Price list submitted with bid must remain in effect for one year after the contract start date. All price revisions made by the manufacturer must be reviewed and approved by OGS. Price lists will be reviewed for reasonableness and if compliant, OGS will approve, issue a Purchasing Memorandum notifying contract users of the update, and post the update to the OGS website. After approval from OGS, updates to a contractor's price schedule will become a part of the contract. All additions included in the contract will use either the contractor’s original discount/cost+ or a higher discount or lower cost+, if offered.

The contractor may request a price list revision by submitting the following to OGS:

- One (1) hard copy of the Contract Update Form. Form must contain original signatures by an individual authorized to sign on behalf of contractor.
- One (1) electronic copy of the nationally published manufacturer’s price list in Excel format (2010 or lower is preferred, if available) and submitted on electronic media (i.e. CD, DVD, thumb drive or flash drive). **DISKETTES AND HARD COPIES ARE NOT ACCEPTABLE.**
- One (1) electronic copy of the NYS price list in an Excel format (2010 or lower is preferred, if available) and submitted on electronic media (i.e. CD, DVD thumb drive or flash drive). **DISKETTES AND HARD COPIES ARE NOT ACCEPTABLE.**

The NYS Price list and all separate spreadsheets/tabs should include the following columns at a minimum:

- Manufacturer’s Item #;
- Manufacturer’s Model#;
- Description of product;
- Manufacturer’s price;
- NYS Discount percentage/cost+; and
- NYS Contract price.

Additionally, the revision/effective date and page numbers are to be included in the header/footer section. The submission should separately include and identify (e.g., by use of separate tabs/worksheets in Excel):

- Last approved price list;
- Price increases;
- Products being added;
- Products being deleted; and
- Products being replaced by new products (if applicable).

In connection with any contract update, OGS reserves the right to:

- request additional information;
- reject contract updates;
- remove products from contracts;
- remove products from contract updates; and
- request additional discounts or lower cost+ for new or existing products.

Contractors are urged to allow at least thirty (30) days for price list approvals.

PRICE JUSTIFICATION:

It will be the responsibility of the contractor to provide proper acceptable documentation to demonstrate that pricing being offered to New York State is equal to or better than other federal or state contracts or to the trade in general to justify reasonableness of price.

The State reserves the right to require a revised NYS Net Price List at any time during the contract period, and it will be requested if there have been numerous updates since the last complete update.

SUPPORTING DOCUMENTATION:

Each update request must include links to other state, federal, or other contracts held by the contractor for the same manufacturer products, if applicable.

USE OF RE-SELLERS/DISTRIBUTORS

Contractor must provide service, sales and support staff to service authorized users geographically located at multiple purchasing locations throughout New York State. Contractor shall insure that sufficient resources are available directly, or through resellers/distributors to insure maximum service capability throughout the State. The State agrees to permit contractor to utilize approved, designated value added resellers (VARs), distributors and dealers (“Resellers”) to participate as alternate distribution sources for contractor. Such participation is subject to the following conditions:

A. Designation of Reseller(s): Contractor shall specify whether orders must be placed directly with contractor, or may be placed directly with designated reseller(s). When reseller(s) are submitted for approval, contractor must provide the State, in advance, with all necessary ordering, billing addresses and federal identification numbers in the format provided in Reseller/Distributor Information (Attachment 6).

B. Conditions of Participation: Reseller(s) must be approved in advance by the State as a condition of eligibility under this section. The State also reserves the right to rescind any such participation or request that contractor name additional Resellers, in the best interests of the State, at the State’s sole discretion, at any time.

Contractor shall have the right to qualify Reseller(s) and their participation as fulfillment agents under this contract by product line, contracting program (i.e., government/educational sales), geographic region, size/sales volume.

All resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this contract, except as otherwise set forth in Reseller/Distributor Information (Attachment 6). Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any reseller’s participation or ability to quote a particular order.

C. Responsibility for Reporting/Performance: Contractor shall be fully liable for reseller(s)’ performance and compliance with all contract terms and conditions. Product purchased through reseller(s) must be reported by contractor in the required semi-annual reports to the State as a condition of payment, and where applicable, to third party developer(s) in accordance with the reporting requirements of this contract. In addition to inclusion of reseller(s) volume in the contractor’s semi-annual reporting obligation to the State, at the request of authorized user, reseller(s) shall provide authorized user with semi-annual reports of the individual authorized user’s contract activity with reseller.

D. Applicability of Contract Terms: Product ordered directly through Reseller(s) shall be limited to Products previously approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

E. CHANGES IN RESELLER LIST - If the Contractor allows resellers to participate in the contract in accordance with the Use of Resellers/Distributors clause of this Contract, requests to add or delete resellers or to modify reseller information must be submitted for prior approval of the State. Contractor may request changes to the designated Reseller List by submission of a completed, revised Reseller/Distributor Information (Attachment 6).

PAYMENTS/PRICING

Prices shall be calculated and paid in accordance with the approved contract price in effect at the time of order placement. Pricing set forth in contract includes all applicable documentation, media, shipping, delivery and handling charges. Contractor may, however, upon mutual agreement of the authorized user, negotiate more advantageous pricing for particular orders.

A. Subsequent Changes to Product Offerings All changes must be in accordance with the procedures set forth below and require the advance approval of OGS.

- (1) Adding New Products: Where future similar manufacturer’s products become commercially available during the Contract term and are offered to New York State, the contract may be updated to include such offerings.
- (2) Deletion of Products: OGS reserves the right to delete any Product from the contract at its discretion at any time.
- (3) Price Decreases: Shall be calculated in accordance with Appendix B, Clause 24.

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- (4) Price Increases: (Pricing not Benchmarked to GSA Supply Schedule) Where pricing submitted for Products is **not** benchmarked to an approved GSA Supply Schedule:
- a) First Twelve Months Fixed Pricing offered shall be fixed for the first twelve (12) months of the contract term from the date of OGS approval.
 - b) Price Increase Requests - Contractor may thereafter request an increase in the pricing contained in the contract a maximum of once in any twelve month period provided that contractor certifies in writing that the price change for product applies to its manufacturer's nationally published price list, and that contractor documents the request to the satisfaction of the State.
 - c) Effective Date of Increase Price - increases shall be effective upon final approval by the State, and may not be charged to authorized users prior to receipt of final approval.
- B. GSA Benchmarked Pricing: Additionally, where the NYS Net Price is based upon an approved GSA Supply Schedule:
- (1) Associated Discounts The State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in this NYS Contract or GSA schedule, when calculating the NYS Net Price; and
 - (2) Industrial Funding Fee GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee". OGS reserves the right to require either that: the IFF is remitted directly to OGS, or the state contract prices be reduced, by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1), above, downward by the amount of the Industrial Funding Fee, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price, and
 - (3) Pricing Increases Price increases shall be effective upon final approval by the State, and may not be electronically posted by Contractor prior to receipt of final approval.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish semi-annual (six month period) reports showing the dollar volume of any and all sales under this contract for the prior six-month period. Said report shall include a break out of participation by individual Authorized Users, including State and non-State governmental entities and others authorized by law. If applicable, the Industrial Funding Fee payable to the OGS Finance Office will also be due on the same schedule. Reports and Industrial Funding Fee payments shall be delivered within thirty (30) days of the close of the semi-annual period. Semi-annual periods will end on December 31st and June 30th. If the contract period begins or ends in a fractional portion of a reporting period only the actual contract sales for this fractional period should be reported in that semi-annual report. Similarly the Industrial Funding Fee payable to the OGS Finance Office will only be due for the actual contract sales reported in that reporting period.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

The report is to be submitted electronically in Microsoft Excel 2010 or lower format to the OGS, New York State Procurement, 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 reports shall be provided in the format of **APPENDIX E: Required Semi-Annual Sales Report Fields**, unless otherwise specified by OGS. A template will be supplied to the successful contractor at time of award. Please note: There may be a future change in the collection process of Sales Report data that may require the contractor to enter sales information online into a state database.

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.

If the contractor has designated dealers or distributors to service their portion of the contract, it is the contractor's responsibility to ensure that these reports are maintained. The contractor should compile all information from its dealers and then submit ONE complete report to OGS on or before due dates.

Failure to submit the required report is considered a contractor responsibility issue and may be cause for suspension of contract and/or disqualification of contractor for future New York State contracts.

PURCHASE ORDERS AND INVOICING:

General

All orders and invoices/vouchers must include the contract number and a line by line listing of separate charges.

Orders Involving Price Lists

Purchase orders are to include the following information when product is purchased from a price list:

- The name, number and date of the price list;
- Product description;
- Product code/manufacturer number;
- Full List Price/MSRP for each product/option/accessory;
- Discount or price factor as applicable;
- Calculation of net, contract price; and
- Specific designation of special price which may be better than the application of the contract discount or price factor.

Invoices

Authorized users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number;
- Purchase Order Number;
- Item Number; and
- Line Item breakdown of all charges.

Failure to comply may result in lengthy payment delays.

CONTRACT BILLINGS AND PAYMENTS:

- a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate. Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.
- b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments

shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

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 AND SERVICES:

Some products/services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled. 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 and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

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.

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 New York State Procurement's Customer Services at 518-474-6717.

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.

RECALLS:

The contractor must immediately notify the Office of General Services, Procurement Services Group of any recalls pertaining to contract items.

"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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecouncil/pdfdoc/guidelines.pdf>

EXTENSION OF USE:

This award 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 or price factor based on any increased volume generated by such extensions.

NYSPRO'S DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO'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).

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.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

NEW

CONTRACT PERFORMANCE REPORT

The Contract Performance Report has been changed to PDF format. This document is located under the Customer Service link on the OGS web site: <http://www.ogs.ny.gov/purchase/snt/awardnotes/customer.htm>. It should be completed and e-mailed as is. This method is now being used to reduce the use of paper as well as facilitate data collection and electronic recordkeeping.

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 complete additional forms 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(s).

APPENDIX D

CONTRACT UPDATE FORM



**Office of
General Services**

**Procurement
Services**

STATE OF NEW YORK
EXECUTIVE DEPARTMENT - OFFICE OF GENERAL SERVICES
PROCUREMENT SERVICES GROUP
Corning Tower – 38th Floor
Empire State Plaza
Albany, New York 12242

CONTRACT UPDATE FORM	
OGS CONTRACT NO.: _____	DATE OF SUBMISSION: _____
CONTRACT PERIOD: From: _____ To: _____	VENDOR CONTACT: NAME: _____ PHONE NO.: _____ FAX NO.: _____ E-MAIL: _____
GROUP NO. & DESCRIPTION: _____ _____	
NOTE: Submission of this FORM does not constitute acceptance by the State of New York until approved by the appropriate New York State representative(s).	

INSTRUCTIONS:

1. *This form is to be used for all contract updates. The form is to be completed and submitted to the OGS Procurement Services Group for final approval. Contractor shall complete and sign where indicated, and attach this form to a cover letter written on standard company letterhead for the request. Any submission that is not complete or signed may be rejected.*
2. *Contractor may be required to submit the product and price information for the update in an Excel spreadsheet format (Excel 2010 or lower is preferred, if available) on electronic media (i.e. CD, DVD, thumb drive or flash drive) to the OGS Contract Management Specialist. DISKETTES AND HARD COPIES ARE NOT ACCEPTABLE. Contractor may send via email with advance permission from OGS.*
3. *The NYS Price List must be dated and the format should be consistent with the format of the price list(s) included in Special Terms and Conditions, 7.5 Contract Updates Clause, of the Contract.*
4. *The contract update request must be accompanied by the revised Manufacturer's Price List, revised NYS Price List, and links to other state, federal, or other contracts held by the contractor for the same manufacturer products, or other acceptable documentation to justify reasonableness of price.*

COMPLETE STATEMENTS 1 THROUGH 8 BELOW:

<p>1. The intent of this submittal is to:</p> <p><input type="checkbox"/> Add new products <input type="checkbox"/> Delete products <input type="checkbox"/> Increase pricing <input type="checkbox"/> Reduce pricing <input type="checkbox"/> Amend VAR list</p>	<p>2. All terms and conditions of the contract shall apply to this request.</p> <p><input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p>
<p>3. All discounts as agreed to in the contract shall apply.</p> <p><input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p>	<p>4. All discounts are:</p> <p><input type="checkbox"/> From Manufacturer (MFG) list <input type="checkbox"/> Most Favored Nation*</p> <p>* Prices offered are the lowest offered to any similarly situated entity.</p>
<p>5. Attached documentation includes:</p> <p><input type="checkbox"/> Manufacturer's Price List <input type="checkbox"/> Revised NYS Net Price List* <input type="checkbox"/> Links to other state, federal, or other contracts <input type="checkbox"/> Other</p>	

This form must be signed by an individual given the authority to perform this action by the contractor.

Signature of Authorized Vendor Representative

Date

FOR STATE USE ONLY		
<i>OGS APPROVAL:</i>		
<i>Approved</i> _____	<i>Approved as amended</i> _____	<i>Disapproved</i> _____
<i>Name:</i> _____		
<i>Title:</i> _____		
<i>Date:</i> _____		