

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 12010 - Microscopes, Tissue Preparation Equipment, Related Items and Accessories (Statewide)	
		Classification Code(s): 41 & 42	
Award Number	:	<u>02295</u>	(Replaces Award 4042-G)
Contract Period	:	September 1, 2002 - August 31, 2005	
Bid Opening Date	:	June 11, 2002	
Date of Issue	:	August 30, 2002	
Specification Reference	:	As Incorporated In The Invitation for Bids	
Contractor Information	:	Appears on Page 2 of this Award	

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Susan Wolslegel Title : Purchasing Officer I Phone : 518-473-9441 Fax : 518-474-1568 E-mail : susan.wolslegel@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 contains several manufacturer's complete lines of microscopes, microscope cameras, histology prep equipment (microtomes, stainers, cover slippers, embedding stations, etc.) See also Group 12004 and Group 12000 for additional equipment.

PR # 02295

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC59649	CARL ZEISS MICROIMAGING, INC. One Zeiss Drive Thornwood, NY 10594	800-233-2343 Lisa French Fax: 800-488-6351 E-mail: lfrench@zeiss.com Website: www.zeiss.com/us	134186423
PC59695	EMPIRE IMAGING SYSTEMS, INC. 171 Route 173, Suite 101 Asbury, NJ 08802-1365	888-422-0555 (ext. 22) 908-713-6878 Richard Marino Fax: 908-713-6848 E-mail: EIS.RM@ATT.net Website: www.EIS-image.com	223013199
PC59650 NYS/SMB	EMPIRE STATE SCIENTIFIC 1383 B-H Townline Rd. Rochester, NY 14623	800-724-1823 585-424-2870 Peter Singer Fax: 585-424-2881	592685316
PC59651	LEICA MICROSYSTEMS 2345 Waukegan Rd. Bannockburn, IL 60015	847-405-7028 Sandra Ostrowski Fax: 847-405-6560 E-mail: sandra.ostrowski@leica-microsystems.com Website: www.leica-microsystems.com	222701363
PC59652	LOMO AMERICA, INC. 15E Palatine Rd, Unit 104 Prospect Heights, IL 60070	888-446-7842 847-215-8800 ext. 233 Chris Vandertruk Fax: 847-215-9073 E-mail: chrisvt@lomoamerica.com Website: www.lomoamerica.com	364156679
PC59653	NEW JERSEY SCIENTIFIC, INC. Railroad Ave./Olcott St. Middlebush, NJ 08875	800-555-1197 732-873-2313 Judy L. Tilly Fax: 732-873-1497 E-mail: sales@njsci.com Website: www.njsci.com	222255569
PC59654	NIKON INSTRUMENTS, INC. 1300 Walt Whitman Road Melville, NY 11747	800-626-4566 ext. 8515 631-547-8515 Whitson Fowler Fax: 631-547-0306 E-mail: wfowler@nikon.net Website: www.nikonusa.com	113554845
PC59696	PARA SCIENTIFIC CO. 297 Cedar Lane Fairles Hilla, PA 19030	800-CAW-PARA 215-736-0225 Al Kalata Fax: 215-736-3290 E-mail: Hirrein1@aol.com	221836618

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC59655	TRITEK CORP. 5263 Stewart Rd. Summerduck, VA 22742 1% additional discount for payment within 10 days of delivery and or receipt of voucher	540-439-3690 Angela Cook Fax: 540-439-4009 E-mail: angie@tritekcorp.com Website: www.tritekcorp.com	541629425
PC59656	UNITRON, INC. 120-C Wilbur Place Bohemia, NY 11716-0469 3% additional discount for payment within 15 days of delivery and or receipt of voucher	631-589-6666 ext. 2619 John Coyle Fax: 631-589-6975 E-mail: johnc@unitronusa.com Website: www.unitronusa.com	112650909

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 ALL CONTRACT USERS:

The terms and conditions of the bid solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

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PRICE:

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

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

OVERLAPPING CONTRACT ITEMS:

Some comparable or identical manufacturer's products covered in this contract are also available from other State contracts. Contract users should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for this selection.

Group Number	Commodity	Contract numbers
12000	Laboratory Supplies and Equipment	PC58703-11
12004	Laboratory and Science Teaching Supplies	PC57255-60

Manufacturer	Vendor	Page Number
Zeiss	Carl Zeiss	5
Leica (Educational Product Line)	Empire State Scientific	6
Leica Professional Industrial	Empire Imaging Systems	7
Leica (Histology Products)	Leica Microimaging	8
Nikon	Nikon	8-9
Olympus	New Jersey Scientific	10
Lomo America	Lomo	11
Wesco	Para Scientific	12
Tritek Corp.	Tritek	13
Unitron	Unitron	13-14

Pending Awards: Swift, Jencons, TBS

LOT I - CARL ZEISS PRODUCT LINE

CONTRACTOR - CARL ZEISS, INC.

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

Person to contact for expediting NYS contract orders:

Lisa French
 Carl Zeiss Microimaging, Inc.
 One Zeiss Drive
 Thornwood, NY 10594
 Phone: 800-233-2343
 Fax: 800-488-6351
 E-mail: lfrench@zeiss.com
 No emergency contact.

Notes:

Vendor will honor orders for less than the minimum order. Shipping will be added per "Minimum Order" clause.
 Vendor will accept the New York State Procurement Card for orders less than \$2,500.00.

Applicable Price List: Zeiss Master Price List 2002

Category Number	Description	Discount From List	Date of Price List
1	Polarizing Microscope & Accessories	4%	3/2002
2	Drawing Equipment	4%	3/2002
3	Axioskop 2 Plus for Transmitted and Reflected Light	4%	3/2002
4	Microinjection and Micromanipulation Equipment	4%	3/2002
5	Stereomicroscopes SV6, SV11 and Accessories	4%	3/2002
6	Invertomicroscope Axiovert 25, 25C, 25CFL and Inverted Systems - Axiovert 200, 200M & 200A for transmitted and Reflected Light	4%	3/2002
7	Instruments for Photomicrography and Accessories	4%	3/2002
8	Fluorescence Microscope	4%	3/2002
9	Optical Systems	4%	3/2002
10	Axioplan 2 IE for Transmitted & Reflected Light	4%	3/2002
11	Axioskop 20 & Axioscop 40 for Transmitted Light Axioskop 20 & Axioscop 40 for Fluorescence	4%	3/2002
12	Microscope Illuminators	4%	3/2002
13	Standard Microscopes for Trans Light	4%	3/2002
14	Axiolab Transmitted Light, reflected light	4%	3/2002
15	Digital Imaging	4%	3/2002
16	Axiocam imaging software & imaging accessories	4%	3/2002
17	Axiotech for transmitted & reflected light	4%	3/2002
18	Items not previously listed	4%	3/2002

LOT II - CARL ZEISS HISTOLOGY PRODUCT LINE - NO AWARD

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LOT III - LEICA EDUCATIONAL PRODUCT LINE

CONTRACTOR - EMPIRE STATE SCIENTIFIC CO., INC.

Standard Warranty: 5 years defective parts, 3 years parts and labor
Manufacturer's Name: Leica Microsystems
Guaranteed Delivery: 21 Days A/R/O

Person to contact for expediting NYS contract orders and in case of emergency:

Peter Singer
Empire State Scientific Co., Inc.
Phone: 800-724-1823
585-424-2870
Fax: 585-424-2881
Emergency Phone: 585-657-6257

Notes:

Vendor will honor orders for less than the minimum order. Bidder will ship at no additional cost.
Vendor will accept the New York State Procurement Card for orders less than \$2,500.00.
Additional Volume discount- 2% for \$40,000 and over

Applicable Catalog: BME, CME, DME, ZOOM-2000

Applicable Price Lists: Products for Elementary/secondary education, Zoom 2000 and 2000F dated 1/1/02, BME, CME, DME compound.

Category Number	Description	Discount From List	Date of Price List
1	Educational Microscopes - Zoom 2000, BME series, CME, DME series, Monozoom 7	29%	1/1/02
2	Lenses, Illuminators and Accessories for above	30%	1/1/02
3	Cameras for Photomicrography	30%	5/1/02
4	Colony counter & Accessories	30%	5/1/02
5	Items not previously listed	30%	5/1/02

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LOT IV - LEICA INDUSTRIAL/PROFESSIONAL PRODUCT LINE

CONTRACTOR - EMPIRE IMAGING SYSTEMS., INC.

Standard Warranty: 5 year mechanical / 1 year electrical
Manufacturer's Name: Leica
Guaranteed Delivery: 60 Days

Person to contact for expediting NYS contract orders and in case of emergency:

Richard Marino
Phone: 888-422-0555
908-713-6878

Fax: 908-713-6848
E-mail: EIS.RM@att.net

Notes: Vendor will honor orders for less than the minimum order. Shipping costs will be added as in "minimum order" clause.

Vendor will accept NYS Procurement card for orders up to \$2500.

Applicable Price Lists: Leica Price List dated June 2002

Category Number	Description	Discount From List	Date of Price List
1	Inverted Metallagraph MEF4 Series	3%	June 2002
2	Greenough stereo Microscopes S Series and Accessories	15%	June 2002
3	Clinical/Routine Microscopes DML Series and Accessories	10%	June 2002
4	Research Microscopes DMR Series and Accessories	5%	June 2002
5	Inverted Microscopes DMIL and DMIR Series and Accessories	5%	June 2002
6	Stereo Microscopes M Series and Accessories	5%	June 2002
7	Camera Systems for Photomicrography MP Series	5%	June 2002
8	Micromanipulators	3%	June 2002
9	DC Series Digital Camera	5%	June 2002
10	DMLA Automated Microscope Systems	3%	June 2002
11	Forensic Microscopes DMC & UFM Series	3%	June 2002
12	Fixed Stage Microscopes DMLFS & DMLFSA Series	5%	June 2002

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LOT V - LEICA HISTOLOGICAL PRODUCT LINE

CONTRACTOR - LEICA MICROSYSTEMS

Standard Warranty: 365 Days
Manufacturer's Name: Leica Microsystems
Guaranteed Delivery: 90 Days A/R/O

Person to contact for expediting NYS contract orders and in case of emergency:

Scarlet Shen
Leica Microsystems
Phone: 800-248-0123
Fax: 847-317-7268
E-mail: scarlet.shen@leica-microsystems.com
Emergency Phone: Same as above

Notes:

Vendor will not honor orders for less than the minimum order.
Vendor will accept the New York State Procurement Card for orders less than \$2,500.00.

Applicable Price List: Leica Microsystems - Histology Products dated 6/1/02

Category Number	Description	Discount From List	Date of Price List
1	Automatic slide stainers, tissue processors, embedders, vibrating microtomes, cover slipper and Accessories	6%	6/1/02

ADDITIONAL VOLUME DISCOUNTS: Negotiated on as needed basis

LOT VI - NIKON PRODUCT LINE

CONTRACTOR - NIKON

Standard Warranty: 5 years mechanical and optical, 1 year electrical
Manufacturer's Name: Nikon Instruments, Inc.
Guaranteed Delivery: 60 Days A/R/O

Person to contact for expediting NYS contract orders:

Whitson Fowler
Nikon Instruments
Phone: 800-626-4566
631-547-8515
Fax: 631-547-0306
E-mail: wfowler@nikon.net
Emergency Phone: As listed above

Notes:

Vendor will honor orders for less than the minimum order. Bidder will ship at no additional cost.
Vendor will accept the New York State Procurement Card for orders less than \$2,500.00.

ADDITIONAL VOLUME DISCOUNTS: For e200 packages (92802) only
1-4 units - 10%
5-24 units - 15%
25-39 units - 20%

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LOT VI - NIKON PRODUCT LINE (con't)

Nikon Distributor Listing:

Micro Video Instruments, Inc.
11 Robbie Road
PO Box 518
Avon, MA 02322
Tel: 508-580-0080
Victor LaRonga
Fax: 508-580-8623
Fed ID# 043138589

Brook-Anco Corp.
3495 Winton Place, Bldg. B
Rochester, NY 14623
Tel: 716-475-9570
Eric Anderson
Fax: 716-475-1942
Fed ID# 160820647

Morrell Instruments Co., Inc.
502 Walt Whitman Road
Melville, NY 11747
Tel: 631-673-8777
Peter Morrell
Fax: 631-673-8959
Fed ID# 112343150

Nikon Instruments, Inc.
1300 Walt Whitman Road
Melville, NY 11747
Tel: 631-547-8538
Andrew Gerson
Fax: 631-547-4033
Fed ID# 113554845

Applicable Price List: Nikon Bioscience and Industrial Departments Price List dated April 15, 2002

Category Number	Description	Discount From List
1	Nikon Microscope SE	10%
2	Eclipse - E200 & Accessories	10%
3	Eclipse-E400 clinical Microscope & Accessories	10%
4	Eclipse-E600 Clinical/Research & Microscope & Accessories	10%
5	Eclipse-E600 FN Physiostation Microscope & Access.	10%
6	Eclipse-E200 Pol, E400 Pol & E600 Pol Polarizing Microscopes	10%
7	Eclipse-E1000/1000M Research Microscope & Access.	10%
8	Eclipse-E800/800M Research Microscope & Access.	10%
9	Eclipse TE 2000 Inverted Research Microscope and Accessories	10%
10	Nikon/Narashige NY-88NE Micromanipulation System	10%
11	Nikon Eclipse TS100 & TS100-F Inverted Microscopes	10%
12	Epiphot 300/200 Research Metallographs	10%
13	Eclipse ME600 & Optiphot-150 Reflected Light Microscopes & Access.	10%
14	Stereo Microscopes, Lighting and Access.	10%
15	Nikon U-III, H-III, P-III Camera Systems and Digital Cameras	10%
16	Nikon 160 and 210 mm Lenses for Microscopes	10%
17	CFI 60 Infinity Lenses for Microscopes	10%
18	CF Infinity Lenses for Reflected Light Microscopes	10%
19	Nikon Digital Eclipse - DXM-1200 Digital Camera, DN-100 Digital Camera	10%
20	Nikon C1 Confocal & Accessories	5%
21	Items not previously listed	10%

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LOT VII - OLYMPUS PRODUCT LINE

CONTRACTOR - NEW JERSEY SCIENTIFIC, INC.

Standard Warranty: 1 year electrical-5 years mechanical components
Manufacturer's Name: Olympus
Guaranteed Delivery: 90 Days A/R/O

Person to contact for expediting NYS contract orders and in case of emergency:

Judy Tilly
New Jersey Scientific
Phone: 800-555-1197
732-873-2313
Fax: 732-873-1497
E-mail: sales@njsci.com
Emergency Phone: Same as above

Notes:

Vendor will honor orders for less than the minimum order. Shipping costs will be added as in "Minimum Order" clause.

Vendor will accept the New York State Procurement card for orders less than \$2,500.00.

Applicable Price List: Olympus Scientific Equipment Group Price List Effective February 20, 2002

Category Number	Description	Discount From List
1	Stereo Microscopes and Accessories; SD, SF, SZ, SZX series	10%
2	AX70, AX80 and Accessories	10%
3	CX31 and Accessories	20%
4	CX2/BX series and Accessories	10%
5	CX41 and Accessories	10%
6	CK30, CK40 and Accessories	10%
7	IX/IX2 and Accessories	10%
8	MX40, 50, 80 and Accessories	10%
9	DP12, PM10, PM20, PM30 and Accessories	10%
10	Items not previously listed	10%

Exclusion from offering: Confocal Items Beginning w/FV

ADDITIONAL VOLUME DISCOUNTS: Contact vendor for multiple purchase or large order additional discounts.

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LOT VIII - ALTERNATE PRODUCT LINE: LOMO AMERICA

CONTRACTOR - LOMO AMERICA, INC.

Standard Warranty: 365 days
Manufacturer's Name: LOMO
Guaranteed Delivery: 14 Days A/R/O

Person to contact for expediting NYS contract order:

Chris Vandertruk
LOMO America
Phone: 888-446-7842
847-215-8800
Fax: 847-215-9073
E-mail: chrisvt@lomoamerica.com
Emergency Contact: Mark Levitin
Phone: 847-215-8800
847-215-9073
Cell Phone: 773-263-9900
E-mail: markl@lomoamerica.com

Notes:

Vendor will honor orders for less than the minimum order. Bidder will ship at no additional cost.
Vendor will not accept the New York State Procurement card for orders less than \$2,500.00.

Price List: 5.01 dated 05/01/01

Category Number	Description	Discount From List
1	Educational Microscopes	25%
2	Clinical Microscopes	25%
3	Mettallurgical Microscopes	25%
4	Stereo	25%
5	Lenses & Accessories	25%
8a	Polarized Light Microscopes	25%
8b	Inverted Biological	25%
8c	Epi-Fluorescence	25%

ADDITIONAL VOLUME DISCOUNTS: 40% discount applied to purchases of 10 or more units of the same microscope.

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LOT VIII - ALTERNATE PRODUCT LINE: WESCO

CONTRACTOR - PARA SCIENTIFIC COMPANY

Standard Warranty: 5 years parts and labor
Manufacturer's Name: Wesco
Guaranteed Delivery: 21 Days A/R/O

Person to contact for expediting NYS contract orders and in case of emergency:

Al Kalata
Para Scientific
Phone: 800-229-7272
215-736-0225
Fax: 215-736-3290
E-mail: hirrein1@aol.com

Notes:

Vendor will honor orders for less than the minimum order. Shipping charges will be added as in minimum order clause.
Vendor will not accept the New York State Procurement card for orders less than \$2,500.00.

Category Number	Description	Discount From List	Date of Price List
1	Educational Microscopes - VU1100	29%	1/1/01
2	Clinical Microscopes - VU2000, VU6000, VU4000, VU7000, CXRIII	29%	1/1/01
4	Stereo - VU3000, VU5601, MOTIC	29%	1/1/01
5	Lenses & Accessories	5%	1/1/01
6	Microscope Camera - V-300	25%	1/1/01

ADDITIONAL VOLUME DISCOUNTS: 34% for 10 + Units

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LOT VIII - ALTERNATE PRODUCT LINE

CONTRACTOR - TRITEK CORP.

Standard Warranty: 365 days
Manufacturer's Name: Tritek
Guaranteed Delivery: 60 Days A/R/O

Person to contact for expediting NYS contract orders:

Angela Cook
Tritek Corp.
Phone: 540-439-3690
Fax: 540-439-4009
E-mail: angie@tritekcorp.com
Emergency Contact: Rex Hoover
Phone: 540-439-3690
540-439-4009
Cell Phone: 540-222-2151
E-mail: rex@tritekcorp.com

Price List: Tritek Standard Commercial Price List - dated June 20, 2001

Category Number	Description	Discount From List
1	Educational Microscopes	7%
3	Mettallurgical Microscopes	7%
4	Stereo	7%
8	Micromanipulators	7%

ADDITIONAL VOLUME DISCOUNTS: Multiple System Discount:
2-4 1%
5-9 2%
10 + 3%

LOT VIII - ALTERNATE PRODUCT LINE

CONTRACTOR: UNITRON, INC.

Standard Warranty: 90 days electrical parts (eg. bulbs), 5 years for defective optical and mechanical parts and workmanship
Manufacturer's Name: Unitron
Guaranteed Delivery: 30 Days A/R/O

Person to contact for expediting NYS contract orders and in case of emergency:

John Coyle
Unitron
Phone: 631-589-6666 ext. 2619
Fax: 631-589-6975
E-mail: john@unitronusa.com
Emergency Contact: Same as above

Notes: Vendor will honor orders for less than the minimum order. Vendor will ship at no additional cost
Vendor will accept the New York State Procurement card for orders less than \$2,500.00.

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LOT VIII - ALTERNATE PRODUCT LINE (con't)

CONTRACTOR: UNITRON, INC. (con't)

Price List: As listed below under category information

Category Number	Description	Discount From List	Name & Date of Price List
1	Educational Microscopes	20%	Uni-60 & PB-20 8/2001
2	Clinical Microscopes	20%	Uni-54 4/2001
3	Mettallurgical Microscopes	20%	Uni-M 4/2002
4	Stereo	20%	Uni-S, PB-15,16,17,18 4/2001
5	Lenses & Accessories	20%	Uni-21 8/2001
6	Microscope Cameras	No Discount	Uni-V

PRICE CHANGE:

The contract prices may be subject to increase or decrease during the contract period in accordance with changes which may be made by the manufacturer in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount originally accepted for award shall not be decreased during the contract period.

New products will be considered for inclusion provided they are pertinent to the award description and offered to the State at the same terms and conditions as in the original bid and at pricing or discounts deemed to be reasonable and in the best interests of New York State.

The price revisions, new lists or supplements to an original list shall be submitted to:

Office of General Service
Procurement Services Group
Attention: Group 12010 Purchasing Officer
Corning Tower
Empire State Plaza
Albany, NY 12242

Documents should be submitted in triplicate, for approval before ordering agencies will be bound to any such revisions. Price increases or decreases as accepted shall become binding under any contract following written notification to the contractor from the Office of General Services, Procurement Services Group that the price revision(s) as submitted for approval has been accepted.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.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.

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EXTENSION OF USE:

Any contract resulting from this bid solicitation 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 shall be \$100.00.

PERIODIC RECRUITMENT:

The State reserves the right to consider additional vendors (for award on manufacturer's lines that are not covered on this award) starting one year from the contract award beginning date and at yearly intervals during the course of the contract or at any time determined by the State to be in its best interest. Vendors shall be required to submit this original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under the same terms and conditions, with an additional requirement that the vendor provide invoices from sales to eligible contract users totaling \$30,000 over the most recent one year contract period and evidence that they are the sole source for this equipment offered. Once awarded a contract, a vendor may not resubmit a bid on an awarded line for future consideration until the new Invitation for bids is issued.

CONTRACT PERIOD AND RENEWALS:

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.

Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award. Price decreases or 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 five (5) years.

SHORT TERM EXTENSION:

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

WARRANTIES:

See "Warranties" and "Year 2000 Warranty" in Appendix B, OGS General Specifications.

Where accessories are to be supplied, they must 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.

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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, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

REPORT OF CONTRACT PURCHASES:

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

<u>Lot and 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.

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.

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. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

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.

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.

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OVERLAPPING CONTRACT ITEMS:

Products available in this contract may also be available from other State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for this selection.

PSG's PROTEST POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of complaints through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written protests. A copy of PSG's Bid Protest 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 "Bid Protest Procedures for Vendors."

(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, Room 3711
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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