

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: February 14, 2013

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Contract Management Specialist I
(518)474-0912
mary.schneider@ogs.ny.gov

CONTRACT PERIOD: April 10, 2007 to
April 9, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE /CONTACT INFORMATION UPDATE / REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the January 2013 Price List for **Roche Diagnostics Corporation** for the **Applied Sciences division**. Contract percent discount remains the same however the Manufacturer's suggested retail price may have increased.

The current contact information for Roche is as follows:

Ryan Hall CCMP
Contract Analyst
Phone: 317-521-5458
Fax: 1-800-888-1902
Email:ryan.hall.rhl@roche.com
Web Site:www.rochediagnostics.com

Please refer to the Contract Award Notification (CAN) for the updated price list and revised AWARD

Agencies may access this document at the following URL:
<http://www.ogs.ny.gov/purchase/spg/awards/3410420564Can.htm>

All other terms and conditions remain the same.

Please contact the Contract Management Specialist above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: November 8, 2012

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.ny.gov

CONTRACT PERIOD: April 10, 2007 to
April 9, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE / REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the October 2012 Price List for **Roche Diagnostics Corporation** for the **Centralized Diagnostics division applicable to items in the following categories:**

Chemistry
Immunochemistry
Parts Tab

Please Note: The following items have been deleted from the October 2012 price list:

Material Number	Description	Product Line
03015084122	H\ TRANSFERRIN	Chemistry
03374726001	H\ PRINTER CARTRIDGE (GEN 725-5605 DL3800)	Chemistry
04939425190	cobas ONLINE DAT AMPHETAMINE II/200	Chemistry
03027597001	R2 RGT PROBE ASSY (BOXED) N (P MOD)	Parts List
11226436001	SEAL 1	Parts List
28088128001	SYRINGE 500uL	Parts List
28088144001	SYRINGE 250UL	Parts List

Please refer to the Contract Award Notification (CAN) for the updated price list and revised AWARD

Agencies may access this document at the following URL:

<http://www.ogs.ny.gov/purchase/spg/awards/3410420564CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: July 10, 2012

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.ny.gov

CONTRACT PERIOD: April 10, 2007 to
April 9, 2013

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: **CONTRACT EXTENSION THRU APRIL 9, 2013 OR UNTIL A NEW
CONTRACT IS AWARDED, WHICHEVER OCCURS FIRST**

The above referenced contract with Roche Diagnostics Corporation has been extended until April 9, 2013 or until a new contract is awarded, whichever occurs first. The revised award can be found at the following url:

<http://www.ogs.ny.gov/purchase/spg/pdfdocs/3410420564ra.pdf>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: February 24, 2012

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.ny.gov

CONTRACT PERIOD: April 10, 2007 to
April 9, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: **CONTRACT EXPIRATION**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The contract for Group 34104 Award 20564 PC62791 with Roche Diagnostics Corporation will expire on April 9, 2012.

A contract extension is being processing through April 9, 2013 but will not be in place by April 9, 2012. There will be a lapse in this contract.

All Authorized Users are reminded that purchases should be completed in accordance with applicable statutory requirements and guidelines after the expiration of this contract.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: February 21, 2012

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.ny.gov

CONTRACT PERIOD: April 10, 2007 to
April 9, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE / REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the February 2012 Price List for **Roche Diagnostics Corporation** for the **Applied Science division**.

Please refer to the Contract Award Notification (CAN) for the updated price list and revised AWARD

Agencies may access this document at the following url:
<http://www.ogs.ny.gov/purchase/spg/awards/3410420564CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: December 28, 2011

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.ny.gov

CONTRACT PERIOD: April 10, 2007 to
April 9, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE / REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the third quarter 2011 Price List for **Roche Diagnostics Corporation** for the **Centralized Diagnostics** which includes **additional items** in the **Immunology and Chemistry CPK categories**.

The Notice of Contract Award has been revised to reflect current price lists. Agencies may access this document at the following url: <http://www.ogs.ny.gov/purchase/spg/awards/3410420564CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: November 30, 2011

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.ny.gov

CONTRACT PERIOD: April 10, 2007 to
April 9, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE / REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the third quarter 2011 Price List for **Roche Diagnostics Corporation** for the **Centralized Diagnostics** which includes **Immunology and Chemistry CPK**.

The Notice of Contract Award has been revised to reflect current price lists. Agencies may access this document at the following url: <http://www.ogs.state.ny.us/purchase/spg/awards/3410420564can.htm>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: February 22, 2011

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE / REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the third quarter 2010 Price List for **Roche Diagnostics Corporation** for the **Molecular Category and Centralized Diagnostics** including **Chemistry and Immunology**.

The Notice of Contract Award has been revised to reflect current price lists. Agencies may access this document at the following url: <http://www.ogs.state.ny.us/purchase/spg/awards/3410420564CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: August 13, 2010

GROUP: 34104 - Diagnostic Reagents and Instruments
 (Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
 Purchasing Officer I
 (518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
 February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
 (518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: CONTRACTOR INFORMATION UPDATE // REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

PLEASE NOTE THE FOLLOWING INFORMATION UPDATE FOR THE ABOVE CONTRACTOR:

Company/ PC#	Product Type	Dept./ Title	Current Contact Person	Phone #
Roche Diagnostics PC62791	Diagnostic Reagents and Instruments	Reagent Account Manager Roche Applied Science 9115 Hague Road PO Box 50414 Indianapolis, IN 46250	Brian Fuhs: E-Mail: brian.fuhs@roche.com Website: www.roche-applied-science.com Toll free: 1-800-428-5433 ext 17364 Direct: 317-521-7364 Fax#: 317-521-3084	Technical Information/ Support: 1-800-262-4911 Customer Service & Ordering: 1-800-262-1640 Send fax orders to: 1-800-428-2883
Roche Diagnostics PC62791	Diagnostic Reagents and Instruments	Sr. Contract Specialist Roche Diagnostics Corporation Customer and Business Support Center 9115 Hague Road, PO Box 50457 Indianapolis, IN 46250-0457	Shaton Tyler E-Mail: shaton.tyler@roche.com Phone: 1-800-428-5076 ext. 12619 Fax #: 1-800-888-1902	

The Notice of Contract Award has been revised to reflect current price lists and contact information.
Agencies may access this document at the following url:
<http://www.ogs.state.ny.us/purchase/spg/awards/3410420564CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: June 2, 2010

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE / REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

We have accepted and updated the Price List for **Roche Diagnostics Corporation** for the **Centralized Diagnostics** category which includes **Chemistry and Immunology** for June 2010 which is effective immediately.

The Notice of Contract Award has been revised to reflect current price lists and contact information. Agencies may access this document at the following url:
<http://www.ogs.state.ny.us/purchase/spg/awards/3410420564CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: February 8, 2010

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE / REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

PLEASE NOTE THE FOLLOWING INFORMATION UPDATE FOR THE ABOVE CONTRACTOR:

Company/ PC#	Product Type	Dept./ Title	New Contact Person	Phone #	Fax#
Roche Diagnostics PC62791	Diagnostic Reagents and Instruments	Reagent Account Manager Roche Applied Science	Jamie Crum jamie.crum@roche.com direct line: 1-800-428-5433 ext 17673	Technical Information/ Support: 1-800-262-4911 Customer Service & Ordering: 1-800-262-1640	317-521-3084
Roche Diagnostics PC62791	Diagnostic Reagents and Instruments	Primary Business Unit Contact Diabetes Care, CentralizedDiagnostics, Molecular Diagnostics	Shaton Tyler Shaton.Tyler@Roche.com Website: http://rochediagnostics.us	317-521-2000 EXT 12619 800-428-5074 EXT 12619	800-772-7222

We have accepted and updated the Price List for **Roche Diagnostics Corporation** for the **Applied Science** category dated January 1, 2010 which is effective immediately.

The Notice of Contract Award has been revised to reflect current price lists and contact information. Agencies may access this document at the following url: <http://www.ogs.state.ny.us/purchase/spg/awards/3410420564Can.htm>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: January 6, 2010

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation

CONTRACT NO.: PC62791

SUBJECT: REVISED AWARD

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The Notice of Contract Award has been revised to reflect current price lists. Agencies may access this document at the following url: <http://www.ogs.state.ny.us/purchase/spg/awards/3410420564CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: November 23, 2009

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the Price List for **Roche Diagnostics Corporation** for the **Diabetes Care** category dated November 18, 2009. Please refer to the pricing information button on the Contract Award Notification (CAN) for a summary of the updated price lists.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: November 2, 2009

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P.Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PURCHASING MEMORANDUM DATED OCTOBER 1, 2009

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

PLEASE NOTE: A SUMMARY OF UPDATED PRICE LISTS FOR THE PURCHASING MEMORANDUM DATED **OCTOBER 1, 2009** CAN BE FOUND ON THE CONTRACT AWARD NOTIFICATION (CAN), PRICING INFORMATION BUTTON, CENTRALIZED DIAGNOSTICS WEBSITE:

http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3410420564PL_CentralizedDiagnostic.pdf

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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Albany, New York 12242
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PURCHASING MEMORANDUM
CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: October 23, 2009

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: **REVISION** OF PURCHASING MEMORANDUM DATED OCTOBER 1, 2009 /
PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

PLEASE NOTE: THIS PURCHASING MEMORANDUM IS INTENDED TO REVISE THE PURCHASING MEMORANDUM DATED **OCTOBER 1, 2009**. Effective immediately, we have accepted and updated the Price List for Roche Diagnostics Corporation for the Centralized Diagnostic categories to include the following items as follows:

Product Additions: Chemistry

Catalog #	Description	List Price	Discount	NY State Price
3507246190	H/ TINA-QUANT UNISYS IGA-2	\$1,530.00	51%	\$749.70
3507378190	H/ TINA-QUANT UNISYS IGG-2	\$1,530.00	51%	\$749.70
3507041190	H/ TINA-QUANT UNISYS IGM-2	\$1,530.00	51%	\$749.70
4713214190	H/ HDL-C PLUS (917, P) LARGE GEN 3	\$3,500.00	51%	\$1,715.00
3136884001	H/ PREDILUENT 12x 70 ML W/SERUM	\$89.00	20%	\$71.20
11815369216	H/ VALPROIC ACID II	\$395.00	51%	\$193.55
10759350360	Cobas INTEGRA-H/ CFAS NO DIL 12x3ML	\$140.30	20%	\$112.25
3149501001	H/ ISE REFERENCE ELECTRODE	\$675.00	20%	\$540.00
4714423190	H/ LDL-C PLUS UNISYS GEN 2	\$3,174.00	51%	\$1,555.26
4713214190	H/ HDL-C PLUS (917, P) LARGE GEN 3	\$3,500.00	51%	\$1,715.00

(Continued)

Product Additions: Elecsys

Catalog #	Description	List Price	Discount	NY State Price
4827031190	ELECSYS IGE II	\$450.00	50%	\$225.00
3289788160	cobas e-ELECSYS FREE PSA GEN.2	\$1,200.00	50%	\$600.00
4641655160	cobas e-ELECSYS TOTAL PSA GEN.2.1	\$1,200.00	50%	\$600.00
4505549190	ELECSYS FOLATE II CALCHECK II	\$100.00	20%	\$80.00
4485220190	ELECSYS PSA CALSET GEN.2.1	\$100.00	20%	\$80.00
4836693160	ELECSYS VITAMIN B12 CALCHECK	\$100.00	20%	\$80.00
11972103160	cobas e- ELECSYS PTH	\$1,100.00	50%	\$550.00
3203093190	ELECSYS PROLACTIN II GEN 3 RACKPACK	\$450.00	50%	\$225.00

Product Additions: Instrument Accessor

Catalog #	Description	List Price	Discount	NY State Price
3476138001	HUBBELL PLUG 2 POLE WIRE 600 V AC-50A	\$393.64	20%	\$314.91
3514480001	H/ EXTENSION LINE UNIT	\$27,000.00	20%	\$21,600.00

Product Additions: Replacement Part

Catalog #	Description	List Price	Discount	NY State Price
12029928001	STIRRING ROD	\$295.85	20%	\$236.68

Please refer to the pricing information button on the Contract Award Notification (CAN) for the current up to date price list dated **OCTOBER 22, 2009**.

Please contact the Purchasing Officer noted above if you have any questions.

All other terms and conditions remain the same.

Please adjust your records accordingly.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: October 1, 2009

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the Price List for Roche Diagnostics Corporation for the Centralized Diagnostic categories as follows:

Product Additions: Immunology

Catalog #	Description	List Price	Discount	NY State Price
5031656160	cobas e-ELECSYS ANTI-CCP	\$1,500.00	50%	\$750.00
5031664190	cobas e-ELECSYS PRECICONTROL ANTI-CC	\$350.00	20%	\$280.00
04880340190	ELECSYS PRO-CELL M 2X2 L	\$106.26	20%	\$85.01
11729306122	ELECSYS BLANK CELL	\$100.00	20%	\$80.00
11776452190	E/PRECICONTROL TUMOR MARKER	\$200.00	20%	\$160.00
04485220160	PSA CalSet II	\$100.00	20%	\$80.00
04618793190	Rubella IgG Reagent Rackpack	\$700.00	50%	\$350.00
04618807190	PreciControl Rubella IgG	\$300.00	20%	\$240.00
11820532160	HBsAg	\$750.00	50%	\$375.00
4880340190	ELECSYS PRO-CELL M 2X2 L	\$140.00	20%	\$112.00
4856627190	ELECSYS TROPONIN CALSET GEN.4	\$100.00	20%	\$80.00
4738551190	ELECSYS TSH CALSET GEN 2	\$100.00	20%	\$80.00
11972111122	E/ELECSYS OSTEICALCIN CALSET	\$100.00	20%	\$80.00
4738551190	TSH Calset	\$100.00	20%	\$80.00

(Continued)

(Continued)

Product Additions: Chemistry

Catalog #	Description	List Price	Discount	NY State Price
03111296018	INTERNAL STANDARD (IS) 1 X 4L	\$189.00	20%	\$151.20
04498992190	ONLINE DAT BARB PLUS	\$1,545.00	50%	\$772.50
04499034190	H/ ONLINE DAT BENZ PLUS (MOD P)	\$1,545.00	51%	\$772.50
04499107190	H/ ONLINE DAT PCP PLUS (917/P)	\$505.00	51%	\$252.50
04500865160	CFAS DAT QUALITATIVE CLINICAL	\$400.00	51%	\$200.00
04580664190	H/ CALCIUM R1 (D,P)	\$833.00	51%	\$416.50
04580699190	H/ CALCIUM R2 (D,P)	\$933.00	51%	\$466.50
04642490190	H/ VANCOMYCIN (911,912,917,P)	\$1,825.00	51%	\$912.50
04999622190	H/TINA-QUANT ALBUMIN LARGE (P)	\$3,120.00	51%	\$1,560.00
03038807122	LDL-C Plus 2 nd Gen R1	\$15,523.00	51%	\$7,911.50
4521536190	TDM Control Set	\$320.00	20%	\$256.00
11902997001	H-E/ UNIVERSAL RACK 5001-5050	\$1,423.50	20%	\$1,138.80
03961575001	H-E/UNIVERSAL RACK 5001-5050 DRILL	\$2,500.00	20%	\$2,000.00
11355279160	C.f.a.s. Proteins	\$250.00	20%	\$200.00
4490789190	COBAS BENZ/200	\$300.00	51%	\$147.00
3255379190	H/ ACETAMINOPHEN (911, 912, 917, MODP)	\$425.00	51%	\$208.25
3261573018	H/BOTTLES 6X 290 ML	\$126.00	20%	\$100.80
3261581018	H/BOTTLES 8X 330 ML	\$75.00	20%	\$60.00
3261590001	H/BOTTLES 8X 720 ML	\$75.00	20%	\$60.00
10737232001	I/CRP T CONTROL	\$200.00	20%	\$160.00
10737275001	I/ SERUMPROTEINS T CONTROLS	\$320.00	20%	\$256.00

Product Additions: Service

Description	List Price	Discount	NY State Price
e411 Disk CLASSIC (SILVER)SVC W/REMOTE (DEFAULT)	\$11,280.00	20%	\$9,024.00
UL e601 module + Core Classic (Silver) w/remote	\$17,112.00	20%	\$13,689.60
UL c501 module + Core Classic (Silver) w/remote	\$17,112.00	20%	\$13,689.60
Cobas c311 Classic (Silver) Service	\$11,316.00	20%	\$9,052.80

Product Additions: Analyzers

Catalog #	Description	List Price	Discount	NY State Price
4745914001	c501	\$306,122.00	51%	\$150,000.00
4745922001	e601	\$285,714.00	51%	\$140,000.00
4826876001	c311	\$125,000.00	51%	\$61,250.00

Product Additions: Replacement Part

Catalog #	Description	List Price	Discount	NY State Price
04813707001	Halogen Lamp	\$585.01	20%	\$468.01

Product Additions: Reagents

Catalog #	Description	List Price	Discount	NY State Price
4956923190	CRPL3 (C Reactive Protein Gen 3) Mod P, 917 -1,320 tests	\$7,655.00	50%	\$3,827.50
4956842190	cobas C (311,501) CRP GEN. 3, 250 TESTS	\$985.00	50%	\$492.50

(Continued)

Product Additions: CC Disposable

Catalog #	Description	List Price	Discount	NY State Price
03733190001	cobas C (501) CELL SET	\$1,835.00	20%	\$1,468.00

Please refer to the pricing information button on the Contract Award Notification (CAN) for a summary of the updated price lists.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: June 1, 2009

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: CONTRACT INFORMATION UPDATE / NEW CONTACT / PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

PLEASE NOTE THE FOLLOWING INFORMATION UPDATE FOR THE ABOVE CONTRACTOR:

PC#	Company	Product Type	Dept.	New Contact Person	Phone #	Fax#
PC62791	Roche Diagnostics	Diagnostic Reagents and Instruments	Customer and Business Support Center	Cathy Long cathy.long@roche.com	1-800-428-5076 ext.14924	1-800-888-1902

Effective immediately, we have accepted and updated the Price List for **Roche Diagnostics Corporation** for the **Applied Science** category dated May 29, 2009 which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for a summary of the updated price lists.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: October 27, 2008

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective immediately, we have accepted and updated the Price List for Roche Diagnostics Corporation for Applied Science, Centralized Diagnostic, Diabetes Care and Molecular Diagnostic categories which are effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for a summary of the updated price lists.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: July 9, 2008

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective July 3, 2008 Roche's Centralized Diagnostic price lists under the **Chemistry-CPK and Immunochemistry CPK** categories have been updated to include the following:

Product Additions: Chemistry

Catalog #	Description	List Price	Discount	NY State Price
04679598190	c501 Lithium Reagent	\$500.00	51.00%	\$245.00
04528123190	TQ HbA1C Reagent Gen 2 Integra 800/400	\$825.00	51.00%	\$404.25
04528417190	c.f.a.s. HbA1c Integra 800/400	\$85.00	20.00%	\$68.00
04491033190	c501 Tobramycin Reagent	\$425.00	51.00%	\$208.25
04791959190	c501 ONLINE TDM Amikacin reagent	\$320.00	51.00%	\$156.80
04490991190	c501 ONLINE TDM Quinidine reagent	\$320.00	51.00%	\$156.80
04854241001	cobas C (501) REACTION CELL SET	\$1,835.00	20.00%	\$1,468.00
04813758001	Pinch Valve Tube Assy	\$56.66	20.00%	\$45.33
04813766001	Sipper tube assay	\$47.56	20.00%	\$38.05
04663632190	cobas ISE Activator	\$120.00	20.00%	\$96.00
03121640160	Elecsys pro BNP Rack Pack	\$3,500.00	51.00%	\$1,715.00
03737551190	ELECSYS FERRITIN GEN II RACKPACK	\$450.00	51.00%	\$220.50
03737586190	ELECSYS FERRITIN GEN II CALSET	\$100.00	20.00%	\$80.00
04593138190	cobas C INTEGRA MULTI PACK 20/40/20	\$30.00	20.00%	\$24.00
03144941001	c501 Labels 1-500 1 set Refer to Labeling	\$110.00	20.00%	\$88.00
03144968001	c501 Labels 1001-1500 1 set Refer to Labeling	\$70.00	20.00%	\$56.00

(Continued)

Product Additions: Chemistry (cont'd)

Catalog #	Description	List Price	Discount	NY State Price
03144976001	c501 Labels 1501-2000 1 set Refer to Labeling	\$70.00	20.00%	\$56.00
03144984001	c501 Labels 2001-2500 1 set Refer to Labeling	\$70.00	20.00%	\$56.00
03540235001	c501 Labels 2501-3000 1 set Refer to Labeling	\$70.00	20.00%	\$56.00
03144950001	c501 Labels 501-1000 1 set Refer to Labeling	\$70.00	20.00%	\$56.00

Product Additions: Immunology

Catalog #	Description	List Price	Discount	NY State Price
04618815190	e601, e411, E170 ELECSYS Toxo 1gG Reagent Pack	\$700.00	51.00%	\$343.00
04618823190	e601, e411, E170 PreciControl Toxo 1gG	\$150.00	20.00%	\$120.00
04842464160	e1010, e2010, E170, e411, e160 proBNP II Reagent	\$3,500.00	51.00%	\$1,715.00

Please refer to the pricing information button on the Contract Award Notification (CAN) for the complete updated price lists.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: June 9, 2008

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: CONTACT INFORMATION UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The contact information for Roche Diagnostics Corporation has been updated as follows:

PC#	Contractor	Contact Person/Address
PC62791	Roche Diagnostics Corporation	Shaton Tyler Phone: 317-521-2000 EXT 12619 800-428-5074 EXT 12619 Fax: 800-772-7222 E-Mail: Shaton.Tyler@Roche.com Website: http://rochediagnostics.us/

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: December 10, 2007

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective December 6, 2007 Roche's Centralized Diagnostic price lists under the **Chemistry-CPK** category has been updated to include the following:

Product Additions:

Catalog #	Description	List Price	Discount	NY State Price
20753009190	Ammonia/Ethanol/CO2 Abnormal Control	\$135.00	20.00%	\$108.00
20752401190	Ammonia/Ethanol/CO2 Normal Control	\$135	20.00%	\$108.00
04924495190	Bilirubin,Direct	\$420.00	51.00%	\$205.80
04853954190	N-Acetyl Procainamide	\$425.00	51.00%	\$208.25
04521536190	TDM Control Set	\$320.00	20.00%	\$256.00
04490975190	Procainamide	\$425.00	51.00%	\$208.25
04489365190	Serum Index	\$375.00	20.00%	\$300.00
03333825190	Total Protein, Urine/CSF	\$375.00	51.00%	\$183.75
04958730160	C.f.a.s. TPUC 200	\$46.00	20.00%	\$36.80
04489357190	NACL	\$25.00	20.00%	\$20.00
03121305122	CFAS PUC	\$125.00	20.00%	\$100.00

(Continued)

Product Changes:

Old Catalog#	New Catalog#	Product Description	List Price	Discount	NY State Price
781827	10781827122	Precinorm L	\$81.00	20.00%	\$64.80
1285874	11285874122	Precipath L	\$81.00	20.00%	\$64.80
11355279216	11355279160	C.f.a.s. Proteins	\$250.00	20.00%	\$200.00
557897	10557897122	Precinorm Protein	\$180.00	20.00%	\$144.00
766321	20766321322	CRPT Control N	\$200.00	20.00%	\$160.00
1447378	11447378122	Precinorm CK-MB	\$145.00	20.00%	\$116.00
1333127	11333127122	Precipath Protein	\$175.00	20.00%	\$140.00
1778552	11778552122	Precipath HDL/LDL-C	\$120.00	20.00%	\$96.00
1730835	11730835216	Myoglobin Control Set	\$190.00	20.00%	\$152.00
2149435	12149435160	PRECINORM U PLUS 10 X 3 ML	\$114.00	20.00%	\$91.20
2149443	12149443160	PRECIPATH U PLUS 10 X 3 ML	\$114.00	20.00%	\$91.20

Please refer to the pricing information button on the Contract Award Notification (CAN) for the complete updated price lists.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: August 20, 2007

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P.Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Effective August 14, 2007 the Chemistry and Immunology-CPK price lists within Roche's Centralized Diagnostic category has been updated to include the following:

Chemistry

Catalog #	Product Description	List Price	Discount %	NYS Net Price
3149501001	H\ ISE REFERENCE ELECTRODE	\$329.60	51%	\$161.50
4810716190	cobas C INTEGRA CREAJ GEN 2	\$140.00	51%	\$68.60
4880307190	H\ CELL WASH II ACID SOLUTION 2x2 L	\$80.00	20%	\$64.00

Immunology

Catalog #	Product Description	List Price	Discount %	NYS Net Price
04880340190	ELECSYS PRO-CELL M 2X2 L	\$140.00	20.00%	\$112.00
04942221190	cobas E 601/E411 TPSA 2.1 RP MONITOR	\$1,200.00	50.00%	\$600.00
04942230190	cobas E 601/E411 TPSA 2.1 CS MONITOR	\$100.00	20.00%	\$80.00
04856627190	ELECSYS TROPONIN T CALSET GEN.4	\$100.00	20.00%	\$80.00
04738551190	ELECSYS TSH CALSET GEN 2	\$100.00	20.00%	\$80.00

Please refer to the pricing information button on the Contract Award Notification (CAN) for the complete updated price lists.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: May 21, 2007

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P. Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: PRICE LIST UPDATE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

We have accepted and updated the Price List for Roche Diagnostics Corporation dated **May 17, 2007** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for a summary of the updated price lists.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [C-20564](#)

DATE: May 8, 2007

GROUP: 34104 - Diagnostic Reagents and Instruments
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Mary P.Schneider
Purchasing Officer I
(518) 474-0912
mary.schneider@ogs.state.ny.us

CONTRACT PERIOD: March 1, 2007 to
February 28, 2012

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACTOR/ Roche Diagnostics Corporation
CONTRACT NO.: PC62791

SUBJECT: CONTACT NAME CHANGE AND WEB SITE ADDRESS CHANGE

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The contact person's name for Roche Diagnostics has changed to Norma Kay McBride.

The new Web Site address for Roche Diagnostics is www.rochediagnostics.us.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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 34104 - DIAGNOSTIC REAGENTS AND INSTRUMENTS (Statewide) Classification Codes: 12 & 42
Award Number	:	C-20564
Contract Period	:	March 1, 2007 - February 28, 2012
Bid Opening Date	:	September 23, 2005
Date of Issue	:	April 11, 2007
Specification Reference	:	As Incorporated In The Request For Quotation
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Mary P. Schneider Title : Purchasing Officer I Phone : 518-474-0912 Fax : 518-474-5052 E-mail : mary.schneider@ogs.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

Diagnostic Reagents and Instrumentation for Scientific use by New York State facilities and municipalities through catalog pricing from Roche Diagnostic Corporation. CATALOG IS PROVIDED BY THE CONTRACTOR AND IS AVAILABLE ON THE INTERNET.
(WEBSITE: www.rochediagnostics.com).

PR #20564

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62791	ROCHE DIAGNOSTICS CORPORATION 9115 Hague Road Indianapolis, IN 46256	317/521-2000, Ext. 14189 800/428-5074, Ext. 14189 Norma Kay Stouffer Fax: 317/521-6895 Email: indianapolis.businessoperationscenter@roche.com Web Site: www.rochediagnostics.com	132511923

Roche Diagnostics Corporation will accept NYS Procurement Card for purchases up to \$10,000.00 with no additional discount.

The Contractor will honor orders for less than minimum order level with freight charges added per the Minimum Order Clause as stated herein.

The Contractor offers Electronic Access Ordering (EDI).

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

(continued)

NOTE TO AUTHORIZED USERS: (Cont'd)

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

Appendix B Revisions:

Please refer to the OGS website at www.ogs.state.ny.us to review Appendix B Revisions.

The Appendix B Revisions as stated herein have become part of this contract AWARD.

These changes are the result of negotiations between Roche Diagnostics Corporation and the Office of General Services.

This Revised version of Appendix B is unique to AWARD 20564 (RFQ 19821) and should be utilized appropriately for this specific contract.

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency. Discounting shall remain the same for the duration of the contract period as stated including any renewal periods, unless increased discounting can be offered or negotiated. Price List updates may be submitted quarterly. Contract pricing may increase or decrease, depending on the Manufacturer's Suggested Retail Price, but the discounting structure must remain the same. New product may be added with the quarterly update and must be offered at the original agreed upon discounting structure. Price decreases may take effect immediately upon review and approval of the OGS Procurement Services Group.

NOTE: PLEASE REFER TO THE NEW YORK STATE OGS WEBSITE AT www.ogs.state.ny.us , PROCUREMENT SERVICES GROUP, CONTRACT 34104, AWARD 20564. SEE PRICING INFORMATION BUTTON ON CONTRACT AWARD NOTIFICATION (CAN) FOR ROCHE DIAGNOSTICS CORP. TO OBTAIN THE LATEST PRICING CATALOG OR CONTACT THE CUSTOMER FULLFILLMENT OFFICE AT ROCHE DIAGNOSTICS CORPORATION: PHONE#:(800) 428-5076.

ROCHE DIAGNOSTIC PRODUCT LINE SUMMARY IS LISTED IN THE TABLE BELOW:

CATEGORY	DATE / DESCRIPTION
Applied Science (AS)	NYS 2007 (Product) Price List
	NYS 2007 (Instruments) Price List
NYS Centralized Diagnostic (CD)	NYS 2007 (Chemistry CPK) Price List
	NYS 2007 (Immunology CPK) Price List
	NYS 2007 (Urinalysis CPK) Price List
	NYS 2007 (Instruments) Price List
	NYS 2007 (Services) Price List
	NYS 2007 (Equipment MPA Middleware) Price List
	NYS 2007 (Parts) Price List
NYS Diabetes Care (DC)	NYS /2007 (Product) Price List
NYS Molecular Diagnostic (MD)	NYS /2007 (Molecular Diagnostic Product) Pricing
	NYS /2007 (Molecular Diagnostic Equipment) Pricing

(continued)

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

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). 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.

(continued)

EXTENSION OF USE:

This contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

MINIMUM ORDER:

Minimum order is \$100.00.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

VOLUME DISCOUNTS:

Volume discounts may be applied per purchase order, cumulatively per customer agency, and cumulatively statewide. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this contract.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

10 days A/R/O on Reagents

45 days A/R/O on all Instruments (Excluding: Modular, Integrated Modular, and MPA)

120 Days A/R/O on Modular, Integrated Modular and MPA

(For additional information regarding delivery please refer to the Appendix B Revisions located within the NYS OGS website at www.ogs.state.ny.us.)

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term of five (5) years from the date of approval by the Office of the State Comptroller and issuance by the Office of General Services.

However, 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.

(continued)

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

SHORT TERM EXTENSION:

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

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

WARRANTIES:

(See "**Warranties**" in **Appendix B Revision, Paragraph 71**) OGS General Specifications.

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

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

PRICE SHEETS AND CATALOGS:

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

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

(continued)

REPORT OF CONTRACT PURCHASES:

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

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

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

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

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

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

PREFERRED SOURCE PRODUCTS:

Section 162 of the State Finance Law requires that agencies afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant contract(s) may be available from one or more preferred sources. In the Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources.

Contractor is required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

Agencies Note: Some products/services in this contract may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products/services available from preferred sources which meet your form, function and utility.

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.

(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.

(continued)

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

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

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

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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

* * * * *

(continued)

APPENDIX B

GENERAL SPECIFICATIONS

(Commodities and Non-Technology Services)

[Amended for Roche Diagnostics Corporation](#)

[Request for Quotation, Group 34104](#)

[Diagnostic Reagents and Instruments \(Statewide\)](#)

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

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GENERAL

1. APPLICABILITY The terms and conditions set forth in this Appendix B are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of General Services Procurement Services Group, or let by any other Issuing Entity where incorporated by reference in its Bid Documents. Appendix B shall govern such procurements or contracts unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York. The parties expressly waive their rights to trial by jury

3. APPENDIX A The terms of Appendix A (Standard Clauses for New York State Contracts) are expressly incorporated herein.

4. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. CONFLICT OF TERMS Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

- a. Appendix A (Standard Clauses for NYS Contracts)
- b. **Contract/Clarification Documents**
Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractor's Bid or Mini-bid.
- c. **Mini-Bid Project Definition** (If any)
- d. **Bid Documents** (Other than Appendix A)
 - i. Bid Specifications prepared by the Issuing Entity
 - ii. Appendix B (General Specifications)
- e. **Contractor's Bid or Mini-Bid Proposal**

6. DEFINITIONS Terms used in this Appendix B shall have the following meanings:

AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ATTORNEY GENERAL Attorney General of the State of New York.

AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other

entity shall be held solely responsible for liabilities or payments due as a result of its participation.

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

BIDDER Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror." In the case of negotiated contracts, "Bidder" shall refer to the "Contractor."

BID DOCUMENTS Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

BID SOLICITATION The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

BID SPECIFICATION A written description drafted by the Issuing Entity setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

COMMISSIONER Commissioner of OGS, or in the case of Bid Specifications issued by an Issuing Entity, the head of such Issuing Entity or their authorized representative.

COMPROLLER Comptroller of the State of New York.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

a. **Agency Specific Contracts** Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. **Centralized Contracts** Single or multiple award contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or mini-bid unless otherwise required by the Bid Specifications.

c. **Back-Drop Contracts** Multiple award centralized contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized

Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor from among back-drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a mini-bid among qualified back-drop contract holders, or such other method as set forth in the Bid Document.

d. Piggyback Contract A contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or state(s) which is adopted and extended for use in accordance with the requirements of the *State Finance Law*.

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a contract has been awarded by the Commissioner.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product (commodities, services or technology).

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive and responsible Bidder(s).

ISSUING ENTITY The Office of General Services or Authorized User who issues the Bid Documents for a procurement.

LATE BID For purposes of bid openings held and conducted by OGS, a bid not received in such place as may be designated in the Bid Specifications or in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Bid Specifications for the bid opening. For purposes of bid openings held and conducted by Issuing Entities other than OGS, the term late bid is defined as a bid not received in the location established in the Bid Specifications at or before the date and time specified for the bid opening.

LETTER OF ACCEPTANCE A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who

took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MINI-BID PROJECT DEFINITION A Bid Document containing project specific bid specifications developed by or for an Authorized User which solicits bids from Contractors previously qualified under a Back-Drop Contract.

MULTIPLE AWARD A determination and award of a contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

OGS The New York State Office of General Services

PROCUREMENT RECORD Documentation by the Issuing Entity of the decisions made and approach taken during the procurement process.

PRODUCT A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

PURCHASE ORDER The Authorized User's fiscal form or format which is used when making a purchase.

REQUEST FOR PROPOSALS (RFP) A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the *State Finance Law*.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Commissioner.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Commissioner.

SINGLE SOURCE A procurement where two or more offerors can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

SOLE SOURCE A procurement where only one offeror is capable of supplying the required Product.

STATE State of New York

BID SUBMISSION

7. INTERNATIONAL BIDDING All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

8. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled bid opening.

9. BID SUBMISSION All bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidder's sealed bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the bid is not prematurely opened.

All bids must have a label on the outside of the package or shipping container outlining the following information:

- "BID ENCLOSED (bold print, all capitals)
- Group Number
 - IFB or RFP Number
 - Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement.

Notwithstanding the receiving agency's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

10. FACSIMILE SUBMISSIONS Unless specifically prohibited by the terms of the Bid Specifications, facsimile bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER. Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Issuing Entity prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

11. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a bid by facsimile transmission, including an executed

signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless i) no timely bids meeting the requirements of the Bid Documents are received or, ii) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award; and acceptance of the late bid is in the best interests of the Issuing Entity. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Issuing Entity, shall not excuse late bid submissions.

13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Commissioner after the time specified for the bid opening, may not be considered.

14. EXTRANEIOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with submissions shall not be considered part of the bid or resulting contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b. The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract or Purchase Order unless submitted in accordance with the above and the Commissioner expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

15. CONFIDENTIAL / TRADE SECRET MATERIALS Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

16. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS *If any portion of work being bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:*

- a. **“Public Works” and “Building Services” - Definitions**
- i. **Public Works** *Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a “public works” project (distinguished from public “procurement” or “service” contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by Contractor or subcontractors.*
- ii. **Building Services** *Labor Law Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.*
- b. **Prevailing Wage Rate Applicable to Bid Submissions** *A copy of the applicable prevailing wage rates to be paid or provided are attached to the solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.***
- c. **Wage Rate Payments / Changes During Contract Term** *The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the Contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.*
- d. **Public Posting & Certified Payroll Records** *In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:*
- i. **Posting** *The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.*
- ii. **Payroll Records** *Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.*
- iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** *Contractors and sub-contractors on public*

works projects must submit monthly payroll transcripts to the issuing entity which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For “agency specific” bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS centralized contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the issuing entity, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

iv. **Records Retention** *Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.*

e. **Day’s Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law)** *No laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. “Extraordinary emergency” shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.*

17. TAXES

a. *Unless otherwise specified in the Bid Specifications, the quoted bid price includes all taxes applicable to the transaction.*

b. *Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-State Authorized User(s) shall provide a resale exemption certificate with a signed schedule if Authorized User(s) is an exempt organization. ~~Non-State Authorized Users must offer their own proof of exemption where required.~~ No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.*

c. *Purchases by Authorized Users other than the State of New York may be subject to such taxes, and in those instances the tax should be computed based on the contract price and added to the invoice submitted to such entity for payment.*

18. EXPENSES PRIOR TO CONTRACT EXECUTION *The Issuing Entity is not liable for any costs incurred by a Bidder in the*

preparation and production of a bid or for any work performed prior to contract execution.

19. ADVERTISING BID RESULTS A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Commissioner.

20. PRODUCT REFERENCES

a. “Or Equal” In all Bid Specifications the words “or equal” are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner’s decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

21. RECYCLED OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the “Warranties” set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Commissioner, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products which are manufactured or produced in public institutions will be rejected.

23. PRICING

a. Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. “No Charge” Bid When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid “no charge” on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in

the bid and such discounts shall be made available to qualifying institutions.

e. COPS or Third Party Financing If acquisition of Product is financed through Certificates of Participation (COPS) or third party financing, Contractor may be required as a condition of contract award to agree to the terms and conditions of a “Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

24. DRAWINGS

a. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. Drawings Submitted During the Contract Term Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User’s representative.

c. Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

25. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidder’s ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide with its bid a detailed explanation if additional work is required under this clause in order to properly complete the delivery and installation of the required Product. [Please reference the “Installation Site Requirement” sheets for each instrument. Instrument installations are dependent on actual site inspection results.](#)

26. PROCUREMENT CARD The State of New York has entered into agreements for purchasing and travel card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing the Purchase Orders or Purchase Authorizations currently required. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased Products have been shipped or services performed. Unless the cardholder requests correction or replacement of a unsatisfactory, defective or faulty Product in accordance with other contract requirements, the Contractor

shall immediately credit a cardholder's account for Products deemed unsatisfactory, defective or faulty.

27. SAMPLES

a. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

b. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or NYS contract reference.

A sample may be held by the Commissioner during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

~~**e. Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.~~

~~**d. Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Commissioner may reject the bid. If an award has been made, the Commissioner may cancel the contract at the expense of the Contractor.~~

e. c. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

f. d. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

28. BID EVALUATION The Commissioner reserves the right to accept or reject any and all bids, or separable portions of offers, and

waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

29. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

30. CLARIFICATIONS / REVISIONS Prior to award, the Commissioner reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

31. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low bid, the Commissioner may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

32. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Commissioner to award a contract to one or more of such Bidders shall be final.

33. PERFORMANCE QUALIFICATIONS The Commissioner reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Commissioner determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Commissioner may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Commissioner to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

34. DISQUALIFICATION FOR PAST PERFORMANCE Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

35. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

36. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Commissioner.

37. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Commissioner, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the *State Finance Law*, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the bid of: i) a Letter of Acceptance; ii) a fully executed contract; or iii) a Purchase Order authorized by the Commissioner.

39. PARTICIPATION IN CENTRALIZED CONTRACTS The following shall not limit or inhibit the OGS Commissioner's authority under *State Finance Law*, Section 163 (10) (e) (Piggybacking):

a. Agencies All State Agencies may utilize and purchase under any state centralized contract let by the Office of General Services Procurement Services Group, unless the Bid Specifications limit purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than state agencies are permitted to make purchases through state centralized contracts where permitted by law, the contract or the OGS Commissioner.

c. Voluntary Extension Purchase Orders issued against a State centralized contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service contracts to those additional entities authorized to utilize commodity contracts under Section 163 (3) (iv) of the *State Finance Law*, which would comprise all entities authorized under prior laws.

d. Responsibility for Performance Participation in New York State centralized contracts by Authorized Users is permitted upon the following conditions: a) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; b) a

breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; c) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and d) each non-state agency Authorized User ~~and Contractor~~ guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the contract.

40. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Commissioner reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Commissioner may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

42. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

43. BEST PRICING OFFER During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar

terms and conditions as that of this contract at a lower price, the price under this contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or canceled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification. Purchase Orders shall not contain additional terms and conditions, not set forth in the Contract unless such additional terms are separately negotiated and agreed to in writing by both the Authorized User and Roche.

All Purchase Orders issued pursuant to contracts let by the Commissioner must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendor’s order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract let by the OGS Commissioner, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the canceling of such requirement by the OGS Commissioner with, at the OGS Commissioner’s discretion, a corresponding reduction in the contract quantity and price.

45. PRODUCT DELIVERY Product will be delivered within the parameters as follows:

Reagents	10 days after the receipt of purchase order
Instruments (except Modular, Integrated Modular and MPA)	45 days after the receipt of purchase order
Modular, Integrated Modular, and MPA	120 days after the receipt of purchase order

Failure to meet such time schedule may be grounds for cancellation of the order after notice and reasonable opportunity to cure as follows:

- 48 hours to deliver Reagents
- 15 days to deliver Instruments
- 30 days to deliver Modular, etc.

Delivery must be made as ordered and in accordance with the terms of the contract. ~~Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor.~~ The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the

time for delivery must be requested in writing by the Contractor and approved in writing by the Commissioner. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Commissioner’s discretion, the Contract.

46. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

47. SHIPPING / RECEIPT OF PRODUCT

a. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

b. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User’s payment of transportation charges. Contractor shall be responsible for insuring that the Bill of Lading states “charges prepaid” for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor’s failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor. Delivery to an Authorized User Hospital employee, identifying themselves to the Roche delivery personnel as working in the Hospital’s shipping department shall be deemed delivery to an authorized personnel representative.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly .

50. PRODUCT SUBSTITUTION In the event a specified manufacturer’s Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Commissioner to be equal to or better than that specified must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of

Product prior to the Commissioner's approval may be cause for cancellation of contract.

51. REJECTED PRODUCT Authorized Users will notify the Contractor when product is rejected as not conforming with the contract manufacturer's written specifications. If the rejected product(s) are reagents/supplies, the Contractor's representatives will, it must be removed by the rejected products Contractor from the premises of the receiving entity within ten business calendar days of notification of rejection by Authorized User. If the Product(s) are instrumentation and/or equipment, the Contractor will have ten business days from notification to put the instrumentation and/or equipment into good working order, and in compliance with applicable specifications. Upon rejection notification, risk of loss of rejected or non-conforming product shall remain with Contractor. Rejected reagents/supplies items not removed by the Contractor within ten calendar days of notification and rejected instrumentation and/or equipment not put into good working order in compliance with applicable specifications shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

52. INSTALLATION Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PRODUCT / COMPONENTS RD warrants that all Reagents and replacement parts for Equipment furnished under this Agreement and any applicable Schedule will be free from defects in materials and workmanship and will meet all manufacturer's written specifications for 90 days from delivery date (for Reagents) or installation date (for replacement parts) and 30 days from repair date for repaired products. RD warrants the Equipment furnished under this Agreement will be free from defects in materials and workmanship (except for consumable items and lamps) and will meet all manufacturer's written specifications for a period of one year (90 days in the case of parts in direct contact with Reagents). At RD's option, RD will either replace or repair free of charge, at the Authorized User's site, all parts which prove to be defective and are subject to such warranty. Replaced or repaired products or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the

Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced. Any warranty provided with respect to any Equipment will begin on the acceptance date. Where the Contractor is required to repair, replace or substitute products or components under the Contract, the repaired, replaced or substituted products shall be subject to all terms and conditions for new products set forth in the contract, including product warranties.

54. ON-SITE STORAGE Materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk and only with the approval of the Authorized User.

55. EMPLOYEES / SUBCONTRACTORS / AGENTS All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is better, and must comply with all rules and requirements of the Contract. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

56. ASSIGNMENT / SUBCONTRACTORS The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive money due, without the prior written consent of the Issuing Entity. Prior to an assignment of the right to receive money becoming effective, Contractor shall file a written notice of such assignment simultaneously with the NYS Comptroller, the Issuing Entity, and participating Authorized User(s).

The Commissioner reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and women's business enterprises (M/WBE) bidders for the subcontract.

57. PERFORMANCE / BID BOND The Issuing Entity reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

58. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, in the best interests of the State or Issuing Entity. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on State spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any purchase orders, and shall comply with the suspension order.

Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of work.

59. TERMINATION

a. For Cause: For a material breach that remains uncured for more than thirty (30) days after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner as it may deem advisable and pursue available legal or equitable remedies for breach.

If the annual volume of business done by the Contractor is less than the minimum annual volume criteria established for the Contract for two consecutive contract years, the Contract may be terminated for cause. For purposes of this paragraph, contract year is defined as the first full four quarters reported after award, in accordance with the Reporting/Monitoring Contract Performance clause included in the Contract, and each of the same four quarterly periods thereafter until contract termination.

b. Reserved

c. For Violation of Executive Order Number 127: The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Executive Order Number 127, signed by Governor Pataki on June 16, 2003, was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms in the contract.

60. SAVINGS/FORCE MAJEURE The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Commissioner, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to such delay. In the event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Commissioner, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Commissioner that the delay will significantly impair the value of the contract to the State or to Authorized Users, whereupon the Commissioner may:

a. Accept allocated performance or deliveries from the Contractor. ~~The Contractor, however, hereby agrees to grant preferential treatment to State Agencies with respect to Product subjected to allocation;~~ and/or

b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of

the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or

c. Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (1) the volatility is due to causes outside the control of Contractor; (2) the volatility affects the marketplace or industry, not just the particular contract source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects Contractor's performance that continued performance of the contract would result in a substantial loss.

61. CONTRACT BILLINGS Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the State Comptroller. The State Comptroller shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary State procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

62. DEFAULT - AUTHORIZED USER An Authorized User's breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the State or Authorized User may thereafter utilize any remedy available at law or equity.

63. INTEREST ON LATE PAYMENTS

a. State Agencies The payment of interest on certain payments due and owed by a State agency may be made in accordance with Article 11-A of the *State Finance Law* and Title 2 of the New York Code of Rules and Regulations, Part 18 (Implementation of Prompt Payment Legislation).

b. By Non-State Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute

applicable to non-State Authorized Users. Neither is the Office of General Services nor the Office of the State Comptroller responsible for payments on any purchases made by a Non-State Agency Authorized User.

c. **By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law*.

64. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. **Cover / Substitute Performance** In the event of Contractor's material breach, the Commissioner may, with or without formally bidding same:

- i. Purchase from other sources; or
- ii. If, after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement product of equal or comparable quality, the Commissioner is unsuccessful, the Commissioner may acquire acceptable replacement product or service of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the contract quantity ~~and payments due Contractor.~~

b. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. **Reimbursement of Costs Incurred** ~~The Contractor agrees to reimburse the State and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product.~~ Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the State or Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Commissioner may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

d. **Deduction / Credit** Sums due as a result of these remedies may be deducted or offset by the State or Authorized User from payments due, or to become due, the Contractor on the same or another ~~invoice transaction.~~ If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the State or Authorized User the amount of such claim or portion of the claim still outstanding, on demand so long as the State or Authorized User(s) has no outstanding balance owed RD to offset against. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the contract.

65. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all its claims for overcharges associated with this contract

which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

66. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

67. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the State or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

68. SECURITY / CONFIDENTIALITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the State and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties except where required by law. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the State or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

69. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

70. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

71. WARRANTIES Where Contractor or Product manufacturer generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

- a. Product Performance Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.
- b. Indemnification To fully indemnify and save harmless the State, Authorized Users and their respective officers, agents and employees without limitation from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees, subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible property, ii) negligence, either active or passive, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that the State or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or Authorized User may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner shall require.
- c. Title and Ownership Warranty Full ownership, clear title free of all liens, or the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the State and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.
- d. Contractor Compliance To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the bid/ contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.
- e. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Every Product, including any substituted or replacement Product delivered, must be unconditionally guaranteed against faulty material and workmanship for a period of one year from and after the date the Product is accepted unless otherwise specified by the Commissioner. Furthermore, the Contractor agrees to extend its warranty period by the cumulative periods of time, after

notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor. This warranty shall survive any termination of the contract in accordance with the warranty term.

- f. Replacement Parts Warranty Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturer's component, part or Product. Remanufactured components meeting new product standards may be permitted by the Commissioner or Authorized User. All proposed substitutes for the original manufacturer's installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for the remainder of the warranty period under (d) above and replaced at no cost to the Authorized User if found defective during that time.

- g. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

WARRANTIES Where Contractor or Product manufacturer generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

a. **Product Performance** Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. **Indemnification** To fully indemnify and save harmless the State, Authorized Users and their respective officers, agents and employees without limitation from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees, subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible property, ii) negligence, either active or passive, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that the State or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or

Authorized User may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner shall require.

c. **Title and Ownership Warranty** Full ownership, clear title free of all liens, or the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the State and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

d. **Contractor Compliance** To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the bid/ contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

e. **Product Warranty** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Every Product, including any substituted or replacement Product delivered, must be unconditionally guaranteed against faulty material and workmanship for a period of one year from and after the date the Product is accepted unless otherwise specified by the Commissioner. Furthermore, the Contractor agrees to extend its warranty period by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor. This warranty shall survive any termination of the contract in accordance with the warranty term.

f. **Replacement Parts Warranty** Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturer's component, part or Product. Remanufactured components meeting

~~new product standards may be permitted by the Commissioner or Authorized User. All proposed substitutes for the original manufacturer's installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for the remainder of the warranty period under (d) above and replaced at no cost to the Authorized User if found defective during that time.~~

~~g. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.~~

~~Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.~~

~~This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.~~