

Electronic Monitoring of Offenders Group 38235 – Award 22916

HOW TO USE THE CONTRACTS

PIGGYBACK CONTRACTS

Group 38235, Award 22916 includes “Piggyback” contracts made between OGS and the Contractors (see the “Award Document” page). The terms and conditions of the Piggyback Contracts (see the “Contractor Information” page) shall supersede any conflicting terms and conditions set forth in the Master Contracts. Authorized users should read and become familiar with all the terms and conditions in the Piggyback Contracts. The Master Contract is a contract established by the WSCA-NASPO Cooperative Purchasing.

AUTHORIZED USERS

“Authorized User” shall have the meaning set forth in the State Finance Law section 163(1)(k). This Piggyback Contract is for use by Authorized Users, which includes, but is not limited to, New York State agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Section 2(b), Definitions.

Upon request, all eligible non State agencies must furnish the Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Procurement Services Customer Services at 518-474-6717 or at customer.services@ogs.ny.gov.

USE OF CONTRACT

All Authorized Users shall ensure that any and all purchases made pursuant to all applicable laws and procurement policies and procedures. Additional details and requirements, including contact information for OGS Contract Management, are available on the Contract Award Notification website. In accordance with Appendix B, Section 28, an Authorized User may include additional terms and conditions in the Authorized User Agreement that do not conflict with this Piggyback Contract and are more advantageous to the Authorized User. Examples of such additional terms may include reduced prices or an expedited delivery timeframe.

For State Executive Agencies

State Executive Agencies shall ensure that all purchases are in accordance with the State Finance Law and all New York State Office of Information Technology Services (ITS) policies, including, but not limited to, Data Classification and Plan to Procure agency submission requirements. State Executive Agencies shall solicit quotes from all Contractors (if applicable) listed within this Award. The solicitation shall include, at a minimum, the scope of services needed, specific deliverables, data classification (but not specific data), data retention requirements, data breach requirements, insurance requirements, and any additional requirements or needs. Contractor(s) may be required to provide a Statement of Work that addresses the specific Authorized User requirements. In accordance with State Finance Law section 163(10)(c), the State Executive Agency Authorized User shall ensure that the selection of the Contractor is the most practical and economical and is in the best interests of the State.

USE OF CONTRACT (continued)

After selecting a Contractor, the Authorized User and Contractor shall enter into a formal Authorized User Agreement that specifies the Contractor's and Authorized User's specific requirements and needs. The Authorized User agreement may not add any additional products, services, or material requirements not included in the Statement of Work and solicitation process. Such Authorized User Agreement and Statement of Work shall be incorporated into this Piggyback Contract as described above.

For Non-State Executive Agencies

Non-State Executive Agencies shall ensure that all purchases are in accordance with applicable procurement laws and any required information technology policies. Authorized Users should solicit quotes from all Contractors (if applicable) listed within this Award. The solicitation shall include, at a minimum, the scope of services needed, specific deliverables, data classification (but not specific data), data retention requirements, data breach requirements, insurance requirements, and any additional requirements or needs. Contractors may be required to provide a Statement of Work that addresses the specific Authorized User requirements. The Authorized User shall ensure that the selection of the Contractor is the most practical and economical and is in the best interests of the State.

After selecting a Contractor, the Authorized User and Contractor shall enter into a formal Authorized User Agreement that specifies the Contractor's and Authorized User's specific requirements and needs. The Authorized User agreement may not add any additional products, services, or material requirements not included in the Statement of Work and solicitation process. Such Authorized User Agreement and Statement of work shall be incorporated into this Piggyback Contract as described above.

OVERLAPPING CONTRACT ITEMS

Products/services available under this piggyback contract may also be available from other New York State contracts. Authorized users will be advised to select the most cost effective procurement alternative that meets their program requirements, and to document the basis for this selection in their own procurement record.

PRICE

New York State Contract pricing is listed on the "Contractor and Pricing Information" page linked from the "Contractor Information" page. The Contractor's price list may be obtained by following this link or by contacting the Contractor's Centralized Contract Contact.

1. **MINIMUM ORDER.** There are no minimum order quantities under the Master Contract or this Piggyback Contract.
2. **PRICE.** Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.
3. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

PURCHASE ORDERS

Purchase Orders shall be effective and binding upon Contractor when placed in the mail or electronically transmitted during this Piggyback Contract period addressed to the Contractor at the address for receipt of orders designated in the Master Contract or Contract Award Notification. Any discrepancies between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Piggyback Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. If an Authorized User of the Piggyback Contract adds written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Piggyback Contract, the Contractor may reject the Purchase Order within five (5) business days of its receipt or fulfill the Purchase Order. Prior to rejection of any additional terms and conditions to the Purchase Order, the Contractor has an obligation to attempt to negotiate the additional written terms and conditions in good faith with the Authorized User. For more details on these provisions, See Appendix B, Section 32, *Purchase Orders*.

CATALOGS AND PRICE SHEETS

Catalog(s) and Price List(s) shall be provided in accordance with the terms of the Master Contract. Upon request, Contractor shall also assist Authorized Users in the use of such document(s).

PRODUCT DELIVERY

Delivery for such any physical components acquired under this Contract shall be net, F.O.B. destination any point in New York State as designated by the Authorized User.

BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the commodities included in the Piggyback Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3)(a)(v). This means that State agencies can purchase commodities from sources other than the Contractor provided that such commodities are substantially similar in form, function or utility to the commodities herein and are:

- A. lower in price
-and/or-
- B. available under terms that are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

State agencies are reminded that the Contractor must be provided 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.

POOR PERFORMANCE

Authorized Users should notify Procurement Services Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services Customer Services:

Office of General Services
Procurement Services
Customer Services Coordination
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242

Tel: 518-474-6717
Fax: 518-474-2437
E-mail: customer.services@ogs.ny.gov

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