

State of New York Executive Department  
Office Of General Services  
New York State Procurement  
Corning Tower Building - 38th Floor  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	:	<b>Group 38708 – SCIENTIFIC EQUIPMENT AND RELATED ACCESSORIES IN-BREATH ALCOHOL TESTING (Statewide)</b> Classification Code(s): 41 & 42
<b>Award Number</b>	:	<a href="#"><u>22699</u></a> (Replaces Award 20737)
<b>Contract Period</b>	:	<b>August 23, 2013 through July 31, 2018</b>
<b>Bid Opening Date</b>	:	<b>May 23, 2013</b>
<b>Date of Issue</b>	:	<b>August 23, 2013</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Executed Contracts</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award and Appendix D</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Christopher Rochester	New York State Procurement
Title : Contract Management Specialist 1	Customer Services
Phone : 518-474-0912	Phone : 518-474-6717
Fax : 518-474-1160	Fax : 518-474-2437
E-mail : Christopher.rochester@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

**The New York State Procurement values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

The purpose of this contract is to provide Authorized Users with a means of acquiring Scientific Equipment and Related Accessories In-Breath Alcohol Testing. The items include Instrumentation, Mouthpieces, Reference Standard Liquid and Gas, Dry and Gas Conversion Components.

PR # 22699

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<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED. IDENT # / NYS VENDOR#</u>
PC66153	CMI, INC	611205273/ 1000009592
PC 66155	INTOXIMETERS INC.	430906533/ 1000009340

**FOR COMPLETE CONTRACTOR CONTACT INFORMATION, PLEASE REFER TO APPENDIX D – CONTRACTORS’ INFORMATION. FOR CONTRACT PRICE INFORMATION PLEASE REFER TO APPENDIX C – PRICE PAGE. ALL OTHER CONTRACT INFORMATION TERMS AND CONDITIONS MAY BE OBTAINED IN THE EXECUTED CONTRACTS.**

**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.

**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

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

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

**DEBRIEFING:**

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

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of OGS 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 Request for Proposal or through the OGS website (<http://ogs.ny.gov/default.asp>)

**PROCUREMENT INSTRUCTIONS**

The Authorized User should be familiar with and follow the terms and conditions governing its use which appear in the contract document. Listed below are separate guidance for “Executive Agencies” and “Non-Executive Agencies”. All Authorized Users shall issue purchase order(s) directly to the Contractor(s) by mail or fax, listed in the Notice of Contract Award.

Upon Authorized User acceptance of products itemized on the purchase order, Contractor(s) will invoice Authorized User for any portion of products accepted, and accordingly, Authorized User will arrange for payment. Contractor(s) shall provide itemized invoicing for all products in accordance with the contractual requirements.

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**PURCHASING INSTRUCTIONS**

**FOR EXECUTIVE AGENCIES**

An Executive Agency Authorized User shall first purchase all contract items from the appropriate Preferred Sources as required by State Finance Law §162. If the Preferred Sources do not provide a product that meets the form, function and utility of the Executive Agency Authorized User, it may then purchase products from the Contractor(s).

**FOR NON-EXECUTIVE AGENCIES**

A Non-Executive Agency Authorized User that is subject to the requirements of State Finance Law §162 (4) shall first purchase all contract items from the appropriate Preferred Sources as required by State Finance Law §162. If Preferred Source products do not meet the entity's form, function and utility (as required by State Finance Law §162) then it may purchase products from the Contractor(s).

A non-Executive Agency Authorized User that is not subject to the requirements of State Finance Law §162 (4) may purchase products directly from the Contractor(s).

**PREFERRED SOURCE PRODUCTS**

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), National Industries For The Blind (NIB) dba New York State Preferred Source Program For People Who Are Blind (NYSPSP) and NYS Industries for the Disabled, and others determined by law, 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.

**OVERLAPPING CONTRACT PRODUCTS**

Products available in this Contract may also be available from other New York State Contracts. Authorized Users will select the most cost effective procurement alternative that meets their program requirements.

**COST & DELIVERY**

All prices listed in the Price Guide (Appendix C), include all customs, duties and charges and are net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (refer to "Contract Specifics" for each Contractor in Appendix D. Products in Lot III shall be packaged and transported so as to arrive within two (2) business days of shipment. 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, NYSPRO

**MINIMUM ORDER**

- Lot I - Instrumentation, One (1) Unit
- Lot II - Mouthpieces, (refer to "Contract Specifics" in Contractor Information document, Appendix D)
- Lot III Award Pending
- Lot IV- 1 Cylinder

**DISCREPANCIES**

The Contractor(s) shall resolve all order and invoice discrepancies (e.g., shortages, incorrect item received, etc.) within five business days from notification

**SETTLEMENTS**

OGS has the right to determine the disposition of any rebate, settlement, restitution, liquidated damage, etc. which arise from the administration of this Contract.

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**METHOD OF PAYMENT/BILLING**

Contractors accept the New York State Procurement Card for orders not to exceed \$15,000.00.

a) Billings. Contractor(s) shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor(s) shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor(s). The Commissioner may direct the Contractor(s) to provide the information to the State Comptroller or to any Authorized User of the Contract.

b) Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor(s) agree that payments for invoices submitted by the Contractor(s) shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor(s) shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us). Contractor(s) acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller  
Vendor Management Unit  
110 State Street Mail Drop 10-4  
Albany, NY 12236  
Telephone: (855) 233-8363  
E-Mail: [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov)

c) Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor(s) agree that payments for such Contract purchases shall be billed directly by Contractor(s) on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor(s) are strongly encouraged to establish electronic payments.

**PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS**

Upon written notification by the Authorized User to the Contractor, products determined to have quality problems, outdated product, damage, etc., shall be picked up by the Contractor within ten business days after notification. The Authorized User shall elect whether to receive a replacement product or a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery. If a defect is not identified within 30 calendar days after delivery, the Authorized User may be required to contact the manufacturer directly. Contractor shall provide an Authorized User with the manufacturer's contact number.

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**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT**

Purchases of the products included in the Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3) (a) v). 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 Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines for additional information.

**POOR PERFORMANCE**

Authorized Users should notify NYS Procurement's 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 Customer Services:

Office of General Services Tel: 518-474-6717  
NYS Procurement (NYSPRO) Fax: 518-474-2437  
Customer Services Coordination E-mail: [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**NOTICES**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be effective when mailed by registered or certified mail, or hand delivered, (i) if to the State, addressed to the State at its address set forth below, and (ii) if to Contractor, addressed to Contract Administrator at the address set forth in Appendix D-Contractor's Information sheet. Written notice of any alleged breach by one party to the other shall provide specific facts, circumstances and grounds upon which the breach is being declared.

TO STATE: Christopher Rochester  
Contract Management Specialist I  
New York State Procurement (NYSPRO)  
38th Floor, Corning Tower, Empire State Plaza  
Albany, NY 12242  
Telephone: 518-474-0912  
Fax: 518-474-1160  
E-mail: [Christopher.rochester@ogs.ny.gov](mailto:Christopher.rochester@ogs.ny.gov)

**ENTIRE AGREEMENT**

Authorized Users have no authority to modify the terms of the Contract, except to obtain better terms and pricing for a particular procurement than those set forth in the Contract. No preprinted terms or conditions on a Purchase Order issued by an Authorized User, which seek to vary the terms of this Contract or impose new duties or obligations on the Contractor, shall have any force or effect.

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**State of New York  
Office of General Services  
NEW YORK STATE PROCUREMENT  
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 NEW YORK STATE PROCUREMENT  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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## SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 38708 – SCIENTIFIC EQUIPMENT AND RELATED ACCESSORIES IN-BREATH ALCOHOL TESTING (Statewide)</b> Classification Code(s): 41 & 42
<b>Award Number</b>	<b>:</b>	<b><u>22699</u></b> (Replaces Award 20737)
<b>Contract Period</b>	<b>:</b>	<b>August 23, 2013 through July 31, 2018</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>May 23, 2013</b>
<b>Date of Issue</b>	<b>:</b>	<b>December 30, 2013</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Executed Contracts</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award and Appendix D</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Vivian Basile	New York State Procurement
Title : Contract Management Specialist	Customer Services
Phone : 518-474-0912	Phone : 518-474-6717
Fax : 518-474-1160	Fax : 518-474-2437
E-mail : Vivian.basile@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

**The New York State Procurement values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

The purpose of this contract is to provide Authorized Users with a means of acquiring Scientific Equipment and Related Accessories In-Breath Alcohol Testing. The items include Instrumentation, Mouthpieces, Reference Standard Liquid and Gas, Dry and Gas Conversion Components.

PR # 22699

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<u>CONTRACT #</u>	<u>CONTRACTOR</u>	<u>FED. IDENT # / NYS VENDOR#</u>
PC66154	GUTH LABORATORIES INC.	232139091/ 1000008907

**FOR COMPLETE CONTRACTOR CONTACT INFORMATION, PLEASE REFER TO APPENDIX D – CONTRACTORS’ INFORMATION**

**REQUEST FOR CHANGE:**

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

**NOTE TO CONTRACTOR:**

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

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

**DEBRIEFING:**

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

**NYSPro's DISPUTE RESOLUTION POLICY:**

It is the policy of OGS NYSPRO to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or Contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Request for Proposal or through the OGS website (<http://ogs.ny.gov/default.asp>)

**PROCUREMENT INSTRUCTIONS**

The Authorized User should be familiar with and follow the terms and conditions governing its use which appear in the contract document. Listed below are separate guidance for “Executive Agencies” and “Non-Executive Agencies”. All Authorized Users shall issue purchase order(s) directly to the Contractor(s) by mail or fax, listed in the Notice of Contract Award.

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Upon Authorized User acceptance of products itemized on the purchase order, Contractor(s) will invoice Authorized User for any portion of products accepted, and accordingly, Authorized User will arrange for payment. Contractor(s) shall provide itemized invoicing for all products in accordance with the contractual requirements.

**PURCHASING INSTRUCTIONS  
FOR EXECUTIVE AGENCIES**

An Executive Agency Authorized User shall first purchase all contract items from the appropriate Preferred Sources as required by State Finance Law §162. If the Preferred Sources do not provide a product that meets the form, function and utility of the Executive Agency Authorized User, it may then purchase products from the Contractor(s).

**FOR NON-EXECUTIVE AGENCIES**

A Non-Executive Agency Authorized User that is subject to the requirements of State Finance Law §162 (4) shall first purchase all contract items from the appropriate Preferred Sources as required by State Finance Law §162. If Preferred Source products do not meet the entity's form, function and utility (as required by State Finance Law §162) then it may purchase products from the Contractor(s).

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**PREFERRED SOURCE PRODUCTS**

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), National Industries For The Blind (NIB) dba New York State Preferred Source Program For People Who Are Blind (NYSPSP) and NYS Industries for the Disabled, and others determined by law, 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.

**OVERLAPPING CONTRACT PRODUCTS**

Products available in this Contract may also be available from other New York State Contracts. Authorized Users will select the most cost effective procurement alternative that meets their program requirements.

**COST & DELIVERY**

All prices listed in the Price Guide (Appendix C), include all customs, duties and charges and are net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (refer to "Contract Specifics" for each Contractor in Appendix D. Products in Lot III shall be packaged and transported so as to arrive within two (2) business days of shipment. 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, NYSPRO

**MINIMUM ORDER**

- Lot I – Instrumentation, One (1) Unit
- Lot II – Mouthpieces, (refer to "Contract Specifics" in Contractor Information document, Appendix D)
- Lot III – 1 Case (16 bottles)
- Lot IV– 1 Cylinder

**DISCREPANCIES**

The Contractor(s) shall resolve all order and invoice discrepancies (e.g., shortages, incorrect item received, etc.) within five business days from notification

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**SETTLEMENTS**

OGS has the right to determine the disposition of any rebate, settlement, restitution, liquidated damage, etc. which arise from the administration of this Contract.

**METHOD OF PAYMENT/BILLING**

Contractors accept the New York State Procurement Card for orders not to exceed \$15,000.00.

a) Billings. Contractor(s) shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor(s) shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor(s). The Commissioner may direct the Contractor(s) to provide the information to the State Comptroller or to any Authorized User of the Contract.

b) Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor(s) agree that payments for invoices submitted by the Contractor(s) shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor(s) shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us). Contractor(s) acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller  
Vendor Management Unit  
110 State Street Mail Drop 10-4  
Albany, NY 12236  
Telephone: (855) 233-8363  
E-Mail: [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov)

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**PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS**

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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 Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines for additional information.

**POOR PERFORMANCE**

Authorized Users should notify NYS Procurement's 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 Customer Services:

Office of General Services	Tel: 518-474-6717
NYS Procurement (NYSPRO)	Fax: 518-474-2437
Customer Services Coordination	E-mail: customer.services@ogs.ny.gov

**NOTICES**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be effective when mailed by registered or certified mail, or hand delivered, (i) if to the State, addressed to the State at its address set forth below, and (ii) if to Contractor, addressed to Contract Administrator at the address set forth in Appendix D-Contractor's Information sheet. Written notice of any alleged breach by one party to the other shall provide specific facts, circumstances and grounds upon which the breach is being declared.

TO STATE: Vivian Basile  
Contract Management Specialist I  
New York State Procurement (NYSPRO)  
38th Floor, Corning Tower, Empire State Plaza  
Albany, NY 12242  
Telephone: 518-474-0912  
Fax: 518-474-1160  
E-mail: vivian.basile@ogs.ny.gov

**ENTIRE AGREEMENT**

Authorized Users have no authority to modify the terms of the Contract, except to obtain better terms and pricing for a particular procurement than those set forth in the Contract. No preprinted terms or conditions on a Purchase Order issued by an Authorized User, which seek to vary the terms of this Contract or impose new duties or obligations on the Contractor, shall have any force or effect.

(continued)

**State of New York  
Office of General Services  
NEW YORK STATE PROCUREMENT  
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 NEW YORK STATE PROCUREMENT  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

\* \* \* \* \*

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