

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.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group 38224 - Material and Equipment For Educational Technology and Occupational Training (Statewide) Classification Codes: 27, 41, 42, 43, 45, 55, 86
Award Number	:	<u>20273</u> (Replaces Awards 01757, 01922, 11539)
Contract Period	:	August 1, 2006 to September 30, 2011
Bid Opening Date	:	May 16, 2006
Date of Issue	:	August 3, 2006 (Revised July 29, 2011)
Specification Reference	:	As Incorporated In The Invitation For Bids
Contractor Information	:	Appears on Pages 2-4 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Dan DeBerardinis Title : Purchasing Officer I Phone : 518-474-5535 Fax : 518-474-5052 E-mail : dan.deberardinis@ogs.ny.gov	Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

The awards contained within are to provide a variety of product lines intended for use in the education of grade, middle, high, college and vocational students and includes equipment used for engineering and major trades training, as well as, computer based training modules, programs and equipment used to educate students in the development of life skills and preparation for the modern workplace. It excludes stand alone equipment and products such as computers and peripherals, furniture, industrial tools and supplies, audio visual products, laboratory equipment and instrumentation, and books and serials unless those types of products are part of a vendor's general product offering and are to be utilized in conjunction with a vendors learning or training based systems. These contracts are not intended for the procurement or acquisition of standalone virtual, online or internet-based learning services or for the procurement of standalone educational software products. Software that is a part of a general school education equipment catalog or software that works in conjunction with training equipment is included in these awards.

PR # 20273

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62567	A+ MOBILE SOLUTIONS, INC. 1490 North Clinton Avenue Bay Shore, NY 11706	877/797-6197, Ext. 3003 631/969-2600, Ext. 3003 William Waibel FAX: 631/969-2400 EMAIL: bwaibel@aplus-edu.com WEBSITE: www.aplus-edu.com	331167331

Contractor offers an additional 2% discount for payment within 15 days of delivery and/or receipt of voucher.
Contractor accepts the New York State Procurement Card for orders not to exceed \$10,000.00.
Contractor will not accept orders for less than the minimum order of \$100.00.

PC62568	ARMPFIELD, INC. 436 West Commodore Blvd. #2 Jackson, NJ 08527	732/928-3332 Mike DiLeo FAX: 732/928-3542 EMAIL: info@armfieldinc.com WEBSITE: www.armfield.co.uk	421333634
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Contractor will accept orders for less than the minimum order but shipping costs will be added in accordance with the "Minimum Order" clause.

PC62570	FEEDBACK INCORPORATED 437 Dimmocks Mill Rd., Ste. 27 Hillsborough, NC 27278	800/526-8783 919/644-6466 Edna Stephens FAX: 919/644-6466 EMAIL: edna@feedbackinc.com WEBSITE: www.fbk.com	221827695
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Contractor accepts the New York State Procurement Card for orders not to exceed \$10,000.
Contractor will accept orders for less than the minimum order but shipping costs will be added in accordance with the "Minimum Order" clause.

PC62571 SB	HALE INSTRUCTIONAL LTD. P.O. Box 913 West Seneca, NY 14224	716/675-2323 Rick Schreckengost FAX: 716/681-2098 EMAIL: sales@haleinstructional.com WEBSITE: www.haleinstructional.com	161380839
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Contractor will accept orders for less than the minimum order at no additional charge.

PC62572	HAMPDEN ENGINEERING CORP. 99 Shaker Road East Longmeadow, MA 01028	800/253-2133 413/525-3981 John M. Flynn FAX: 413/525-4741 EMAIL: sales@hampden.com WEBSITE: www.hampden.com	042172411
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Contractor accepts the New York State Procurement Card for orders not to exceed \$10,000.00.
Contractor will accept orders for less than the minimum order but shipping costs will be added in accordance with the "Minimum Order" clause.
Cash Discount, If Shown, Should be Given Special Attention.

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62573	THE LEARNING INTERNET, INC. D/B/A LEARNING.COM 1620 SW Taylor Street, Ste. 100 Portland, OR 97205	800/580-4640 Ext. 483 203/448-7660 Mary Wrynn-Huff FAX: 503-210-0351 EMAIL: mhuff@learning.com WEBSITE: www.learning.com	931276706

Contractor will not accept orders for less than the minimum order of \$100.00.00.

PC62574	LOGICAL CHOICE TECHNOLOGIES, INC. 1045 Progress Circle Lawrenceville, GA 30043	800/730-5644 770/564-1044, Ext. 2880 Christine DeYoung FAX: 770/564-0244 EMAIL: ChristineD@logicalchoice.com WEBSITE: www.logicalchoicetech.com	582158634
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Contractor accepts the New York State Procurement Card for orders not to exceed \$10,000.00.
Agencies may send Purchase Orders and Remittances directly to Authorized Dealers (See List of Authorized Dealers).
Contractor will accept orders for less than the minimum order but shipping costs will be added in accordance with the "Minimum Order" clause.

PC62575	PITSCO, INC. 915 E. Jefferson Pittsburg, KS 66762	800/835-0686 Angela Watson FAX: 800/533-8104 EMAIL: awatson@pitsco.com WEBSITE: www.catalog.pitsco.com	480780825
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Contractor accepts the New York State Procurement Card for orders not to exceed \$10,000.00.
Contractor will accept orders for less than the minimum order but shipping costs will be added in accordance with the "Minimum Order" clause.

PC62576 SB	L. J. TECHNICAL SYSTEMS INC. 85 Corporate Drive Holtsville, NY 11742	800/237-3482 Ext. 121 Harold Freese FAX: 631/758-1788 EMAIL: Hfreese@ljcreate.com WEBSITE: www.ljtedu.com	112867444
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Contractor accepts the New York State Procurement Card for orders not to exceed \$10,000.00 and offers an additional 2% discount.
Contractor will accept orders for less than the minimum order with no additional charges.

PC62578	TECH-ED SYSTEMS, INC. P.O. Box 435 Sea Girt, NJ 08750	800/556-5119 732/681-2173 A. Gerald Anderson FAX: 732/681-2175 EMAIL: cheryltech-ed@verizon.net WEBSITE: www.tech-edsystems.com	223222742
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Contractor will not accept orders for less than the minimum order of \$100.00.00.

(continued)

NOTE: See individual contract items to determine actual awardees.

CONTRACT # CONTRACTOR & ADDRESS TELEPHONE # FED.IDENT.#

PC62579 SB	TEQUIPMENT, INC. 7 Norden Lane Huntington Station, NY 11746	877/455-9369 Ext. 1144 Michael Lazard FAX: 631/293-4951 EMAIL: MikeLazard@teq.com WEBSITE: www.tequipment.com	112266592
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Contractor accepts the New York State Procurement Card for orders not to exceed \$10,000.00 and offers an additional 1% discount.

Contractor will accept orders for less than the minimum order but shipping costs will be added in accordance with the "Minimum Order" clause.

PC62580 WB SB	THE WRITE SOURCE, INC. 63 Empire Blvd. Rochester, NY 14609	800/466-9927 585/288-1180 Jan Thompson FAX: 585/288-1201 EMAIL: jan@thewritesource.net WEBSITE: www.thewritesource.net	201497792
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Contractor accepts the New York State Procurement Card for orders not to exceed \$10,000.00.

Contractor will accept orders for less than the minimum order with no additional charges.

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AWARD PAGE NUMBER:	PRODUCT LINE:	CONTRACTOR:
6	A+ Technology Solutions Mobile Science Lab	A+ Technology Solutions, Inc.
6	Armfield Engineering & Research Equipment	Armfield, Inc.
6	Feedback Training Systems	Feedback Incorporated
6	Hale Technical Training Hardware and Software	Hale Instructional Ltd.
6	Hampden Engineering	Hampden Engineering Corp.
6	AHAMATH	Learning.Com
6	AHASCIENCE	Learning.Com
6	21st Century Skills Assessment	Learning.Com
6	EastTech	Learning.Com
6	TechLiteracy Assessment	Learning.Com
7	Logical Choice AudioGear	Logical Choice Technologies, Inc.
7	Logical Choice Promethean	Logical Choice Technologies, Inc.
7	Logical Choice Training	Logical Choice Technologies, Inc
7	Pitsco Big Book	Pitsco, Inc.
7	Intelitek Learnmate Management System	L. J. Technical Systems, Inc.
7	LJ Technical Systems	L. J. Technical Systems, Inc.
7	Lab Volt Systems	Tech Ed Systems, Inc.
7	HiTech Education	Tech Ed Systems, Inc.
7	P.A. Hilton	Tech Ed Systems, Inc.
7	SMC International Training	Tech Ed Systems, Inc.
7	TQ Education and Training	Tech Ed Systems, Inc.
8	Advanced Test Products	Tequipment, Inc.
8	A Tech Automotive Technology	Tequipment, Inc.
8	HeathKit Educational Systems	Tequipment, Inc.
8	Joy Street Sales Corp.	Tequipment, Inc.
8	NIDA Corporation	Tequipment, Inc.
8	Robotel	Tequipment, Inc.
8	Marcraft/ETG	The Write Source, Inc.

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CONTRACTOR	CATALOG/ PRODUCT LINE	PRICE LIST	APPLICABLE PAGES	GUARANTEED DELIVERY A/R/O	DISCOUNT OFFERED
A+ Technology Solutions, Inc.	A+ Technology Solutions Mobile Science Lab	A+ Mobile Solutions NYS OGS Price List September 1, 2010	All	60	10-36%
Armfield, Inc.	Armfield Engineering & Research Equipment	GSA GS-02F-0034K dated 10/31/06	All	160	GSA
Feedback Incorporated	Training Systems Price List	NYS Price List eff. February 1, 2009	All	42	3% 1% Add'l on orders of 2 to 9 of same item. 2% Add'l on 10 or more of same item.
Hale Instructional Ltd.	Technical Training Hardware and Software	Electrical Control, Connections & Ladder Logic Programmable Logic Controllers Distributor Net Price List January 2011	All	30	10-25%
Hampden Engineering Corp.	Hampden Engineering	NYS based on GSA #GS-02F-0208R) March 23, 2010	All	90	GSA
Learning.com	EasyTech	EasyTech Basic and Integrator Price List March 1, 2009	All	5	5% for 2 Yr. Purchase 10% for 3 Yrs. or more
	TechLiteracy Assessment	TechLiteracy Assessment Price List March 1, 2009	All	5	5% for 2 Yr. Purchase 10% for 3 Yrs. or more
	AHAMATH	AHAMATH (Grades K-5) Price List March 1, 2009	All	5	5% for 1 Yr Purchase, 5% for 2 Yr., Purchase 10% for 3 Yrs. or more Min. PO must be for \$1200 or more
	AHASCIENCE	AHASCIENCE (Grades K-5) Price List March 1, 2009	All	5	5% 5% Add'l discount for 2-Yr. Purchase 10% Add'l discount for 3 Yr. Purchase Min. PO must be for \$1200 or more
	21 st Century Skills Assessment	21 st Century Skills Assessment (Grades K-12) Price List March 1, 2009	All	5	5% 5% Add'l discount for 2-Yr. Purchase 10% Add'l discount for 3 Yr. Purchase Min. PO must be for \$1200 or more

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CONTRACTOR	CATALOG/ PRODUCT LINE	PRICE LIST	APPLICABLE PAGES	GUARANTEED DELIVERY A/R/O	DISCOUNT OFFERED
Logical Choice Technologies, Inc.	Logical Choice Audio Gear	Logical Choice Audio Gear PC62574 Price List February 1, 2011	All	As scheduled by School District	20.83% - 44.34%
	Promethean	Logical Choice Promethean PC62574 Price List February 1, 2011	All	As scheduled by School District	24% - 33.84%
	Promethean	Logical Choice Training PC62574 Price List February 1, 2011	All	As scheduled by School District	17.39% - 24%
Pitsco, Inc.	Pitsco Catalog Division	Big Book of 2010	All	15	2% > \$100 3% > \$1,000 5% > \$2,500
L. J. Technical Systems, Inc.	RJT Educational Training Systems	Intelitek Learnmate Management System – April 2010	All	15-75	3% Add'l 2% volume discount for orders over \$30,000.00
		LJ Technical Systems, Inc. - April 2010	All	15-75	3% Add'l 2% volume discount for orders over \$30,000.00
Tech Ed Systems, Inc	Lab Volt Systems	Lab Volt Systems Price List Eff. Feb 8, 2011	All	60-120	4%
	Hi-Tech Education	Hi-Tech Education March 1, 2006	All	90-120	3%
	P.A. Hilton	P.A. Hilton Ltd Price List March 1, 2006	All	90-120	3%
	SMC International Training	SMC International Training Price List September 2008	All	70-140	4%
	TQ Education and Training	TQ Education and Training Price List September 2008	All	70-140	4%

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CONTRACTOR	CATALOG/ PRODUCT LINE	PRICE LIST	APPLICABLE PAGES	GUARANTEED DELIVERY A/R/O	DISCOUNT OFFERED
Tequipment, Inc.	Advanced Test Products	Advanced Test Products Educational Price List/Model P51	All	30-60	Net
	ATech Automotive Technology	ATech Automotive Technology Price List July 1, 2005	All	30-90	Net
	HeathKit Educational Systems	HeathKit 2005/2006 Catalog	All	30-60	Net
	Joy Street	Joy Street Price List April 13, 2010	All	10-15 business days.	10-20%
	NIDA Corporation	NIDA Corporation Published Price List 5/04/06	All	30-90	Net
	Robotel	SmartClass-Robotel USA End user Price List 12/05	All	30-60	Net
The Write Source	Marcraft/ETG	Marcraft Price List Eff. May 1, 2010	All	60	2%

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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.

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).

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.

(continued)

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.

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.

PRICE:

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

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

PRICE CHANGE:

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

New products will be considered for inclusion provided they are pertinent to the award category description and offered to the State under the same terms, conditions and discount structure (or pricing deemed to be reasonable) as in the original bid.

The price revisions, new lists or supplements to an original list shall be submitted to the Office of General Services, Procurement Services Group, Attention: Group 38224 Purchasing Officer, in duplicate, for approval before ordering agencies will be bound to any such revisions. Price increases or decreases shall be binding under any contract five (5) days following written notification to the contractor from the Office of General Services, Procurement Services Group that the price revision as submitted for approval has been accepted.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.ny.gov). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

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EXTENSION OF USE:

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

MINIMUM ORDER:

Minimum order shall be \$100.00.

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.

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.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term of three (3) years except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

Discounts quoted are to be firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

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.

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SHORT TERM EXTENSION:

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

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.
Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty. Where accessories are to be supplied, they must be compatible with the rest of the product.

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 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. Price lists must be furnished in hard-copy and electronic format and shall be furnished in the format preferred by the requesting authorized user. OGS reserves the right to post contractor price lists on the OGS public website. Upon request, the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUALS:

Simultaneous with delivery of the first component of the product supplied, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

REPORT OF CONTRACT PURCHASES:

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

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

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

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

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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.

Resultant contractors will be 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 the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

The following commodity contracts may contain some item overlaps:

Group Number	Commodity
12000	Laboratory and Pharmacy Ware, Glass; Laboratory Supplies and Equipment
12001	Laboratory and Pharmacy Ware, Glass and Plastic (Disposable)
12004	Laboratory and Science Teaching Supplies
12008	Modular Pharmacy Furniture & Other Furniture
20060	Books and Non-print Library Materials
20915	Furniture, Commercial, Institutional and Industrial
23045	Library Supplies
23100	School & Art Supplies
34100	Chemicals, Reagents
38728	Scientific Equipment, Test and Measurement
38806	Audio Visual Presentation Equipment
39000	Industrial & Commercial Supplies and Equipment
750--	System Peripherals
753--	Computers
755--	Printers, Hardware
760--	Software
763--	Micro-computer Software

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USE OF RECYCLED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors 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 unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. See "Recycled or Recovered Materials" in Appendix B, OGS General Specifications.

PERIODIC RECRUITMENT:

The State reserves the right to consider additional vendors (for award on distributor's lines that are not covered on the award resulting from this bid opening) starting one year from the contract award beginning date and at yearly intervals during the course of the contract or at any time determined by the State to be in its best interest. Vendors may submit offers any time after award for consideration for contract beginning on the specified dates. Vendors shall be required to submit this original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under the same terms and conditions. Once awarded a contract, a vendor may not resubmit a bid for future consideration until the new Invitation for bids is issued.

INDUSTRIAL FUNDING FEE:

GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee". Where the NYS Discounted Price is based upon Contractor's approved GSA Supply Schedule, the State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites or volume discounts), as well as any other pricing or discount terms as are expressly enumerated in this Master Agreement, when calculating the NYS Discounted Price.

OGS reserves the right to require either that: the IFF is remitted directly to OGS with your "Report of Contract Purchases", or the state contract prices be reduced, by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, downward by the amount of the Industrial Funding Fee, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

The above funding fee requirement is also applicable to any other governmental pricing equivalent being offered under this award where a funding fee is included.

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.ny.gov).

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"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
* * * * *

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