**(*Distributor to Affix Corporate Letterhead*)**

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| INSTRUCTIONS: This "Distributor's Guarantee" is to be forwarded to the Distributor by the Bidder/Contractor, completed, signed, placed on the Distributor’s Corporate Letterhead, returned to the Bidder/Contractor by the Distributor, and submitted to Procurement Services. An authorized representative of the Distributor Must sign this Guarantee.  |

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| BIDDER/CONTRACTOR INFORMATION  |
| BIDDER’S/CONTRACTOR’S COMPANY NAME |  |
| STREET ADDRESS |  |
| CITY, STATE, ZIP |  |

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| DISTRIBUTOR’S INFORMATION |
| DISTRIBUTOR’S COMPANY NAME |  |
| STREET ADDRESS |  |
| CITY, STATE, ZIP |  |
| CONTACT PERSON |  |
| TELEPHONE NUMBER |  |
| EMAIL ADDRESS  |  |

In response to Solicitation 23150, \_\_\_\_\_\_\_\_\_ (insert Distributors’ Name) \_\_\_\_\_\_, hereinafter referred to as “Guarantor”), as Distributor for the Product Line(s) Distributor identifies below in Item 8 of this document, hereby Guarantees the following for \_\_\_\_\_ (insert Bidders’/Contractors’ Name) \_\_\_\_\_\_\_ in accordance with the terms and conditions of Solicitation 23150:

1. Bidder/Contractor is authorized to sell Guarantor’s Equipment.
2. Guarantor agrees to supply the Bidder/Contractor with all quantities of Equipment ordered pursuant to any resulting Contract with the State for the duration of the Contract Term.
3. In the event that Contractor is unable to complete an acceptable Installation, Integration, and Maintenance within the terms and conditions of such Contract or Authorized User Agreement, Guarantor Must either:

A. Perform, or

B. Cause to be performed

all Installation, Integration, and Maintenance obligations of the Contractor for the awarded Contract or Authorized User Agreement at a cost to Authorized Users no greater than either the Guarantor’s or Identified Firms’ (depending upon who performs the Installation, Integration, and Maintenance) then prevailing rates for similarly situated customers.

1. For seven (7) years from last date of Distribution for Equipment pursuant to the terms of the Contract or Authorized User Agreement the Guarantor also Guarantees Equipment supply of either:
2. The same Equipment(s),
3. If the Equipment is no longer available due to obsolescence, a new version of the Equipment which performs at the same or better level, at a price no greater than the Guarantor’s then prevailing pricing to similarly-situated customers, or
4. If the Distributor is no longer offering the Product Line it guaranteed to NYS, it Must either:
5. Provide NYS/The Authorized User with similar Equipment from a different Product Line that:
	* + - 1. Performs at equal to or better levels of operation than the guaranteed Equipment, and
				2. Is compatible with the Authorized Users’ existing System;

or

1. Identify to NYS/The Authorized User other Distributors which offer this Product Line within ten (10) Business Days’ notification by Procurement Services on behalf of an Authorized User.
2. For seven (7) years from last date of Distribution for Equipment pursuant to the terms of the Contract the Guarantor also Guarantees Preventative and Remedial Maintenance to protect Authorized Users due to the inability of the Bidder/Contractor to meet its Maintenance obligations under the Contract or Authorized User Agreement. The Guarantor Must either:
3. Provide Preventative and Remedial Maintenance, or
4. Cause to be provided the Preventative and Remedial Maintenance

Such Preventative and Remedial Maintenance Must be offered at a cost no greater than either the Guarantor’s or Identified Firms’ (depending upon who performs the Preventative and Remedial Maintenance) then prevailing rates offered to similarly situated customers. The determination of what constitutes inability of the Bidder/Contractor to meet Maintenance obligations under the Contract will be that of Procurement Services in its sole discretion.

1. For items 3, 4 and 5 the Guarantor or Identified Firms Shall not be liable for any additional costs resulting from the Contractor’s failure to perform. All such additional costs Shall be deemed by Procurement Services to be liquidated damages owed by the Contractor in accordance with Appendix B, *Remedies for Breach*.
2. The intent of the Distributor’s Guarantee is to ensure the State’s infrastructure investments are covered. Procurement Services would only invoke this Guarantee on behalf of an Authorized User in the event either;
3. All other remedies available to Authorized Users and Procurement Services under Contracts resulting from Solicitation 23150 have been invoked by the Authorized User and Procurement Services and the Contractor has still failed to complete an Acceptable Installation, Integration, or Maintenance;
4. There was a change in the business relationship between the Distributor and the Contractor and the Contractor is no longer Authorized and Capable of:
5. providing,
6. Installing,
7. Integrating, and/or
8. Maintaining

the particular Product Line(s); or

1. The bankruptcy of or default by the Contractor.
2. Guarantor is Guaranteeing the following Product Lines to New York State:

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(Add Cells as Necessary)

The undersigned, an officer authorized to bind the Guarantor, hereunto affixes Guarantor’s official corporate letterhead to this document where indicated and does execute this Guarantee and agrees to the aforementioned terms and conditions of this Guarantee:

Printed Name of Officer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title of Signer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_