



# Contract Award Notification

<b>Title</b>	:	<b>Group 12605 – AUTOMATED EXTERNAL DEFIBRILLATORS (AED'S) AND RELATED ACCESSORIES (STATEWIDE)</b> <b>Classification Code(s): 42</b>
<b>Award Number</b>	:	<b><u><a href="#">PGB – 23103</a></u></b> (Replaces Award PGB-22835)
<b>Contract Period</b>	:	<b>February 9, 2018 through October 4, 2018</b>
<b>Bid Opening Date</b>	:	<b>N/A</b>
<b>Date of Issue</b>	:	<b>February 9, 2018</b>
<b>Specification Reference:</b>		<b>As Incorporated in the Piggyback Agreement</b>
<b>Contractor Information:</b>		<b>Appears on Page 2 of this Award</b>

## Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Vivian Basile Title : Contract Management Specialist Phone : 518-474-0912 E-mail : <a href="mailto:vivian.basile@ogs.ny.gov">vivian.basile@ogs.ny.gov</a>	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

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

## Description

This Contract Award covers various product lines of defibrillators including Automatic External Defibrillators (AED's) for use as emergency management in 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.

This Contract Award Notification contains MWBE goals of 0% MBE and 30% WBE.

**NOTE:** See "Contractor's Information" page for individual Contract documents.

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	
<b>PC67963</b>	PHYSIO-CONTROL, INC.  11811 Willows Road NE Redmond, WA 98052  Federal Identification: 910697691  Vendor Identification: 1000009759	<b>Contact Information:</b> Gloria Chow Pricing and Contracts Department  Phone: 425-867-4833  E-mail: USContracts@stryker.com  Website: www.physio-control.com  Toll Free: 800-442-1142
<ul style="list-style-type: none"> <li>• Physio-Control does not offer a web-based ordering system.</li> <li>• Physio-Control accepts the New York State Procurement Card for orders for up to and including \$50,000.00. There are no additional discounts for purchases made with the NYS Procurement Card.</li> <li>• Physio-Control does not offer a prompt payment discount for payments made in less than thirty (30) days after receipt of a proper invoice.</li> <li>• There is a \$200.00 minimum order requirement under this agreement. For orders under \$200.00, a handling fee will apply.</li> </ul>		

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.  
(See "Contract Payments" in this document.)**

AGENCIES SHOULD NOTIFY OGS PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

#### 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

Procurement Services 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

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**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.

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- 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).

The Contractor is required to make freight charges known at the time of the purchase, and the final price shall include all agreed upon shipping charges. Shipping costs are to be prepaid by the Contractor. All such orders must be shipped by the most economical method for proper delivery of the product unless special instructions are stated on the order by the Authorized User. Freight charges must be included on the final invoice sent to the Authorized User.

**APPLICABLE LAW**

This Piggyback Contract shall be governed by and construed in accordance with the laws of the State of New York. Any claims or actions brought by Contractor against the State for monetary damages shall be brought in the New York State Court of Claims. See Section 14, Governing Law, in Appendix A.

**APPENDIX A**

Appendix A, Standard Clauses For New York State Contracts, dated January, 2014 attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

**APPENDIX B**

Appendix B, Office of General Services General Specifications, dated April, 2016, incorporated by reference herein, is hereby expressly made a part of this Agreement as fully as if set forth at length herein and shall govern any situations not covered by this Agreement or Appendix A.

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**MERGER OF APPENDICES/CONFLICT OF CLAUSES**

This Piggyback Contract shall incorporate the following appendices as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence.

I. Appendix A, *Standard Clauses for NYS Contracts (January, 2014)*;

II. Piggyback Contract (This Document) and the following attachments thereto;

Piggyback Contract Price list as approved by OGS and posted on the OGS website;

Attachment 1 - Report of Contract Purchases;

Attachment 2 - NYS Required Certifications;

Attachment 3 - Encouraging Use of NYS Businesses;

Attachment 4 - Reseller Distributor Authorized Dealer Information Sheet;

III. Appendix B, *OGS General Specifications (April, 2016)*;

IV. Participating Addendum (PA); and

V. Master Contract OK-SW-300, OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD - AED UNITS AND ACCESSORIES

**TERM**

The term of this Piggyback Contract shall be from the last date of execution by the Parties through the current Master Contract expiration date of October 4, 2018. Unless terminated sooner by OGS, the term of this Piggyback Contract shall automatically extend with each extension or renewal of the Master Contract term.

**OVERLAPPING CONTRACT PRODUCTS**

Products available under the resulting 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 the procurement record.

**PREFERRED SOURCES**

New York State Finance Law §162 mandates that a New York State agency, public authority, political subdivision or public benefit corporation obtain certain commodities and services from preferred sources, such as Correctional Industries (Corcraft), the blind and the disabled, when such products or services meet the form, function and utility of the entity. Some products or services under this Piggyback Contract may be available from one or more preferred sources. Contractor understands and agrees that such products and services must be purchased from a preferred source in accordance with New York State Law.

**PROCESSING CONTRACT PAYMENTS**

The Contractor acknowledges that a Contract payment cannot be processed by an Authorized User until the Contract products have been delivered and accepted.

**MINIMUM ORDER**

If the Master Contract contains minimum order quantities or values, Contractor may elect to honor orders for less than the minimum order. For all orders less than the minimum order, at the Contractor's option, shipping costs from the shipping point 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 Authorized User.

#### PRICE AND DISCOUNTS

Price shall include all customs duties and charges and be F.O.B. destination any point in New York State as designated by the Authorized User. The final price shall include all agreed upon shipping charge. 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. Discounts are 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 Contract Award. Discount increases are permitted at any time. 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.

#### "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.

#### CONTRACT ADMINISTRATION

- A. Contract Administrator: Contractor must provide a dedicated Contract administrator to support the updating and management of the Piggyback Contract on a timely basis. The Contract administrator's contact information, as set forth in Attachment 4, Reseller Distributor Authorized Dealer Information Sheet will be listed on the Procurement Services Contract page for this piggyback.
- B. Toll Free Number: Contractor must provide a toll free number for order/tracking/delivery schedule information, Contract administration issues, as well as other questions by Authorized Users related to the day to day operation and use of the Contract other than product support. The toll free number must be available Monday through Friday on State business days between the hours of 8 a.m. to 5 p.m., Eastern Standard Time. Contractor may additionally offer an online e-mail or Internet site for order tracking/delivery schedule information for those customers who have electronic access. The number and online contact information will be listed on the Procurement Services Contract information page for this piggyback.

#### 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 30, Purchase Order.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish a report of all Products and Services provided under the Piggyback Contract during each quarterly period, no later than the 15th of the month following the close of each quarter. Quarterly periods will end on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>. The Contractor is responsible for collecting all sales made by Dealers and incorporating them into one consolidated report. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and be indicated as required. A template for such report is included in Attachment 1 – *Report of Contract Purchases*. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2003, or newer (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the New York State Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Piggyback Contract term.

**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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in this contract. 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](http://www.ogs.ny.gov)). Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to Procurement Services Customer Services at 518-474-6717.

**ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NO. 4**

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://www.ogs.ny.gov/green/ygreen-product-specs.asp>. State agencies that are subject to Executive Order No. 4 are advised to become familiar with the specifications that have been

developed in accordance with the order, and to incorporate them, as applicable, when making purchases under this Contract.

**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

**I. New York State Law**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

**II. General Provisions**

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

**III. Equal Employment Opportunity (EEO)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
  - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
  - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

- B. Form EEO 100 - Staffing Plan  
To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")
1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at [EEO\\_CentCon@ogs.ny.gov](mailto:EEO_CentCon@ogs.ny.gov) on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
  2. Separate forms shall be completed by Contractor and all subcontractors.
  3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **IV. Contract Goals**

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 30% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract.



**State of New York  
Office of General Services  
PROCUREMENT SERVICES  
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 complete & return by email to [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) or mail to:**

OGS PROCUREMENT SERVICES  
Customer Services, 38th Floor  
Attn: Vivian Basile, [vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov)  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*



# Supplemental Contract Award Notification

**Page 10**

<b>Title</b>	:	<b>Group 12605 – AUTOMATED EXTERNAL DEFIBRILLATORS (AED'S) AND RELATED ACCESSORIES (STATEWIDE)</b> <b>Classification Code(s): 42</b>
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<b>Bid Opening Date</b>	:	<b>N/A</b>
<b>Date of Issue</b>	:	<b>February 16, 2018</b>
<b>Specification Reference:</b>		<b>As Incorporated in the Piggyback Agreement</b>
<b>Contractor Information:</b>		<b>Appears on Page 11 of this Award</b>

## Address Inquiries To:

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Name : Vivian Basile Title : Contract Management Specialist Phone : 518-474-0912 E-mail : <a href="mailto:vivian.basile@ogs.ny.gov">vivian.basile@ogs.ny.gov</a>	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

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OGS anticipates making one additional award.

**NOTE:** See "Contractor's Information" page for individual Contract documents.

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	
<b>PC67962</b>	CARDIAC SCIENCE CORPORATION  500 Burdick Parkway Deerfield, WI 53531  Federal Identification: 811071999  Vendor Identification: 1100170742	<b>Contact Information:</b> Lorraine Murphy Contract Administrator  Phone: 262-953-3540  E-mail: LMurphy@cardiacscience.com  Website: www.cardiacscience.com  Toll Free: 800-426-0337
<ul style="list-style-type: none"><li>• Cardiac Science does not offer a web-based ordering system.</li><li>• Cardiac Science accepts the New York State Procurement Card for orders for up to and including \$50,000.00. There are no additional discounts for purchases made with the NYS Procurement Card.</li><li>• Cardiac Science does not offer a prompt payment discount for payments made in less than thirty (30) days after receipt of a proper invoice.</li><li>• There is no minimum order requirement under this agreement.</li></ul>		

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This Piggyback Contract shall incorporate the following appendices as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence.

- I. Appendix A, Standard Clauses for NYS Contracts (January, 2014);
- II. Piggyback Contract (This Document) and the following attachments thereto;  
Piggyback Contract Price list as approved by OGS and posted on the OGS website;  
Attachment 1 - Report of Contract Purchases;

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- Attachment 3 - Encouraging Use of NYS Businesses;
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- IV. Participating Addendum (PA); and
- V. Master Contract OK-SW-300, OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT  
AWARD - AED UNITS AND ACCESSORIES

#### TERM

The term of this Piggyback Contract shall be from the last date of execution by the Parties through the current Master Contract expiration date of October 4, 2018. Unless terminated sooner by OGS, the term of this Piggyback Contract shall automatically extend with each extension or renewal of the Master Contract term.

#### OVERLAPPING CONTRACT PRODUCTS

Products available under the resulting 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 the procurement record.

#### PREFERRED SOURCES

New York State Finance Law §162 mandates that a New York State agency, public authority, political subdivision or public benefit corporation obtain certain commodities and services from preferred sources, such as Correctional Industries (Corcraft), the blind and the disabled, when such products or services meet the form, function and utility of the entity. Some products or services under this Piggyback Contract may be available from one or more preferred sources. Contractor understands and agrees that such products and services must be purchased from a preferred source in accordance with New York State Law.

#### PROCESSING CONTRACT PAYMENTS

The Contractor acknowledges that a Contract payment cannot be processed by an Authorized User until the Contract products have been delivered and accepted.

#### MINIMUM ORDER

If the Master Contract contains minimum order quantities or values, Contractor may elect to honor orders for less than the minimum order. For all orders less than the minimum order, at the Contractor's option, shipping costs from the shipping point 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 Authorized User.

#### PRICE AND DISCOUNTS

Price shall include all customs duties and charges and be F.O.B. destination any point in New York State as designated by the Authorized User. The final price shall include all agreed upon shipping charge. 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. Discounts are 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 Contract Award. Discount increases are permitted at any time. 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.

**"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.

**CONTRACT ADMINISTRATION**

- A. **Contract Administrator:** Contractor must provide a dedicated Contract administrator to support the updating and management of the Piggyback Contract on a timely basis. The Contract administrator's contact information, as set forth in Attachment 4, Reseller Distributor Authorized Dealer Information Sheet will be listed on the Procurement Services Contract page for this piggyback.
- B. **Toll-Free Number:** Contractor must provide a toll-free number for order/tracking/delivery schedule information, Contract administration issues, as well as other questions by Authorized Users related to the day to day operation and use of the Contract other than product support. The toll-free number must be available Monday through Friday on State business days between the hours of 8 a.m. to 5 p.m., Eastern Standard Time. Contractor may additionally offer an online e-mail or Internet site for order tracking/delivery schedule information for those customers who have electronic access. The number and online contact information will be listed on the Procurement Services Contract information page for this piggyback.

**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 30, Purchase Order.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish a report of all Products and Services provided under the Piggyback Contract during each quarterly period, no later than the 15th of the month following the close of each quarter. Quarterly periods will end on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>. The Contractor is responsible for collecting all sales made by Dealers and incorporating them into one consolidated report. Purchases by Non-state agencies, political subdivisions, and others authorized by law shall be reported in the same report and be indicated as required. A template for such report is included in Attachment 1 – *Report of Contract Purchases*. All fields of information shall be accurate and complete. The report is to be submitted

electronically via electronic mail utilizing the template provided in Microsoft Excel 2003, or newer (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the New York State Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Piggyback Contract term.

#### 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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

#### NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in this contract. 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](http://www.ogs.ny.gov)). Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to Procurement Services Customer Services at 518-474-6717.

#### ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NO. 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://www.ogs.ny.gov/green/y/green-product-specs.asp>. State agencies that are subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the order, and to incorporate them, as applicable, when making purchases under this Contract.

#### CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

##### **I. New York State Law**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

##### **II. General Provisions**

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of

New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

### III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
  - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
  - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 - Staffing Plan  
To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")
  - 1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at [EEO\\_CentCon@ogs.ny.gov](mailto:EEO_CentCon@ogs.ny.gov) on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
  - 2. Separate forms shall be completed by Contractor and all subcontractors.
  - 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or



subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **IV. Contract Goals**

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 30% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract.

**State of New York  
Office of General Services  
PROCUREMENT SERVICES  
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 complete & return by email to [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) or mail to:**

OGS PROCUREMENT SERVICES  
Customer Services, 38th Floor  
Attn: Vivian Basile, [vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov)  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242

\* \* \* \* \*



## 2<sup>nd</sup> Supplemental Contract Award Notification

Page 19

<b>Title</b>	:	<b>Group 12605 – AUTOMATED EXTERNAL DEFIBRILLATORS (AED'S) AND RELATED ACCESSORIES (STATEWIDE) Classification Code(s): 42</b>
<b>Award Number</b>	:	<b><a href="#">PGB – 23103</a> (Replaces Award PGB-22835)</b>
<b>Contract Period</b>	:	<b>February 9, 2018 through October 4, 2018</b>
<b>Bid Opening Date</b>	:	<b>N/A</b>
<b>Date of Issue</b>	:	<b>April 11, 2018</b>
<b>Specification Reference:</b>		<b>As Incorporated in the Piggyback Agreement</b>
<b>Contractor Information:</b>		<b>Appears on Page 20 of this Award</b>

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Vivian Basile Title : Contract Management Specialist Phone : 518-474-0912 E-mail : <a href="mailto:vivian.basile@ogs.ny.gov">vivian.basile@ogs.ny.gov</a>	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

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

### Description

This Contract Award covers various product lines of defibrillators including Automatic External Defibrillators (AED's) for use as emergency management in 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.

This Contract Award Notification contains MWBE goals of 0% MBE and 30% WBE.

**NOTE:** See "Contractor's Information" page for individual Contract documents.

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	
<b>PC67973</b>	PHILIPS HEALTHCARE A DIVISION OF PHILIPS NORTH AMERICA LLC  3000 Minuteman Road Andover, MA 01810  Federal Identification: 133429115  Vendor Identification: 1000013122	<b>Contact Information:</b> Laura Hays Commercial Contract Administrator  Phone: 978-659-2512  E-mail: Laura.Hays@Philips.com  Website: www.philips.com  Toll Free: 800-4225-0230
<ul style="list-style-type: none"> <li>Philips Healthcare does offer a web-based ordering system <a href="https://www.patientcare.shop.philips.com/login">https://www.patientcare.shop.philips.com/login</a></li> <li>Philips Healthcare accepts the New York State Procurement Card for orders for up to and including \$10,000.00. There are no additional discounts for purchases made with the NYS Procurement Card.</li> <li>Philips Healthcare does not offer a prompt payment discount for payments made in less than thirty (30) days after receipt of a proper invoice.</li> <li>There is no minimum order requirement under this agreement.</li> </ul>		

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
(See "Contract Payments" in this document.)

AGENCIES SHOULD NOTIFY OGS PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

#### 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

Procurement Services 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).

The Contractor is required to make freight charges known at the time of the purchase, and the final price shall include all agreed upon shipping charges. Shipping costs are to be prepaid by the Contractor. All such orders must be shipped by the most economical method for proper delivery of the product unless special instructions are stated on the order by the Authorized User. Freight charges must be included on the final invoice sent to the Authorized User.

## APPLICABLE LAW

This Piggyback Contract shall be governed by and construed in accordance with the laws of the State of New York. Any claims or actions brought by Contractor against the State for monetary damages shall be brought in the New York State Court of Claims. See Section 14, Governing Law, in Appendix A.

## APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January, 2014 attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

## APPENDIX B

Appendix B, Office of General Services General Specifications, dated April, 2016, incorporated by reference herein, is hereby expressly made a part of this Agreement as fully as if set forth at length herein and shall govern any situations not covered by this Agreement or Appendix A.

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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 30, Purchase Order.

#### REPORT OF CONTRACT PURCHASES

Contractor shall furnish a report of all Products and Services provided under the Piggyback Contract during each quarterly period, no later than the 15th of the month following the close of each quarter. Quarterly periods will end on March 31st, June 30th, September 30th, and December 31st. The Contractor is responsible for collecting all sales made by Dealers and incorporating them into one consolidated report. Purchases by Non-state agencies, political subdivisions, and others authorized by law shall be reported in the same report and be indicated as required. A template for such report is included in Attachment 1 – *Report of Contract Purchases*. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2003, or newer (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award

Notification and shall reference the New York State Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Piggyback Contract term.

## 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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

## NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in this contract. 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](http://www.ogs.ny.gov)). Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to Procurement Services Customer Services at 518-474-6717.

## ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NO. 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://www.ogs.ny.gov/green/y/green-product-specs.asp>. State agencies that are subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the order, and to incorporate them, as applicable, when making purchases under this Contract.

## CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

### I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

### II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women



("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

### **III. Equal Employment Opportunity (EEO)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
  - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
  - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 - Staffing Plan  
To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")
  - 1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at [EEO\\_CentCon@ogs.ny.gov](mailto:EEO_CentCon@ogs.ny.gov) on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
  - 2. Separate forms shall be completed by Contractor and all subcontractors.
  - 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**IV. Contract Goals**

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 30% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract.

**State of New York  
Office of General Services  
PROCUREMENT SERVICES  
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 complete & return by email to [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) or mail to:**

OGS PROCUREMENT SERVICES  
Customer Services, 38th Floor  
Attn: Vivian Basile, [vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov)  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
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