



**Office of General Services
Procurement Services**

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Contract Award Notification

Title	:	Group 38232 Hazardous Incident Response Equipment
		Classification Code(s): 41, 42, 43, 46, 85, 92
Award Number	:	<u>22872</u> (Replaces Award 19745)
Contract Period	:	June 1, 2015 – May 31, 2020
Bid Opening Date	:	December 4, 2014
Date of Issue	:	June 1, 2015 (REVISED June 3, 2019)
Specification Reference	:	As Incorporated in the IFB
Contractor Information	:	Appears on Pages 6-56 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Bradford Deforge Title : Contract Management Specialist Phone : 518-473-3876 E-mail : psghire@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

The purpose of these Contracts is to provide Authorized Users (including other participating states) with a means of acquiring various types of Hazardous Incident Response Equipment as per, but not limited to, the Department of Homeland Security (DHS) Authorized Equipment List (AEL).

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT 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.

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 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).

PRICE: See individual Contractor pricelists. <http://www.ogs.ny.gov/purchase/spg/pdfdocs/3823222872Price.htm>

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The following Hazardous Incident Response Equipment (HIRE) Contracts are awarded as of June 1, 2015:

Contract Number	Contractor Name
PC66776	308 Systems, Inc.
PC66777	AAA Emergency Supply Co., Inc. (SB)
PC66778	Aardvark
PC66779	Adams Electronics, Inc.
PC66780	Advanced Measurement Technology, Inc.
PC66781	Aramsco, Inc.
PC66782	Argus Group Holdings, LLC (d/b/a Premier Safety)
PC66783	Atlantic Diving Supply, Inc. (ADS Inc.)
PC66784	Atlantic Nuclear Corporation
PC66786	Better Power, Inc. (SB) (WBE)
PC66787	B-Lann Equipment Co., Inc.
PC66789	Buffalo Computer Graphics, Inc. (SB)
PC66790	CEIA USA, LTD.
PC66791	Common Cents EMS Supply, Inc.
PC66792	Dival Safety Equipment
PC66795	Federal Resources Supply Co., Inc.
PC66797	Fisher Scientific Co., LLC (d/b/a Fisher Scientific)
PC66804	Municipal Emergency Services, Inc.
PC66812	Safeware, Inc.
PC66813	SecureWatch24, LLC (d/b/a SW24)
PC66817	Strack, Inc. (d/b/a Strack Tactical Solutions)
PC66819	Strategic Safety Dynamics, LLC
PC66820	Tava Products, LLC
PC66824	VWR International, LLC

The following Hazardous Incident Response Equipment (HIRE) Contracts are awarded as of August 13, 2015 (Supplemental Awards):

Contract No.	Contractor Name
PC66978	Coastal Fire Systems, Inc.
PC66796	First Line Technology, LLC
PC66811	Rosen's Uniforms Contract Assigned to Galls, LLC (October 5, 2016)
PC66798	Hi-Tech Fire & Safety, Inc. (WBE)
PC66800	Laerdal Medical Corporation
PC66801	Laurus Systems Inc. (WBE)
PC66802	LDV, Inc.
PC66805	NDI Technologies, Inc. (d/b/a NDI Recognition Systems)
PC67797	OHD, Inc. OHD, LLLP (January 4, 2019)
PC66807	Promark International, Inc. (SB)
PC66809	Rapiscan Systems, Inc.
PC66814	Selex ES, Inc. (ELSAG ALPR Solutions) (formerly Selex ES, Inc. (d/b/a Eltag North America))
PC66815	Smiths Detection, Inc.
PC66816	South Shore Fire & Safety Equipment Distributors, Inc. (SB)
PC66818	Strategic Response Initiatives, Inc. (SB) (SDVOB)
PC66821	Thermo Eberline, LLC
PC66822	Thermo Scientific Portable Analytical Instruments, Inc. (Thermo Scientific PAI)
PC66823	United Uniform Distribution, LLC.
PC66825	Zistos Corporation (d/b/a Zistos Portable Video Systems) (SB)

Contractor Name:	308 Systems Inc.
Contract Number:	PC66776
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	3, 4, 6, 7, 8, 10, 14
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	\$15
Volume Discount (if offered):	15% OVER 20 SYSTEMS
<p>Contract Number: PC66776 Company Name: 308 Systems Inc. Company Address: 4389 Roaring Fork Dr., Loveland, CO 80538 Toll Free Number: 844-287-7963 Main Contact Name: Mark Lueker Main Contact Phone: 970-282-7006 Main Contact Email: mlueker@308systems.com Emergency Contact Name: Mark Lueker Emergency Contact Phone: 970-227-7402 Emergency Contact Email: mlueker@308systems.com Federal ID: 33-0800789; Vendor ID: 1000044742 Website: www.308systems.com</p>	<p>Orders should be directed to: Name: Mark Lueker Toll Free Number: 970-282-7006 Cell Phone: 970-282-7006 E-mail: mlueker@308systems.com Website: www.308systems.com</p>
Additional services offered by contractor to Authorized Users at <u>no added cost</u> :	None
<u>Vendor offers</u>	N/A
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y (no limit)
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	60 days
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	None

No Distributors

Contractor Name:	AAA Emergency Supply Co. Inc. (SB)
Contract Number:	PC66777
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 6, 7, 8, 9, 10, 12, 19, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	No
Volume Discount (if offered):	1% additional for single order to one location totaling \$500,000 1% additional for agency aggregate purchase totaling \$500,000 1% additional for all sales after contract volume reaches \$1,000,000
<p>Contract Number: PC66777 Company Name: AAA Emergency Supply Co. Inc. Company Address: 635 North Broadway White Plains, NY 10603 Toll Free Number: 844-224-3473 Fax Number: 914-949-8344 Main Contact Name: Matthew Dugan Main Contact Phone: (844) 224-3473 Main Contact Email: mdugan@aaaemergency.com Emergency Contact Name: Matthew Manfredi Emergency Contact Phone: (844) 224-3473 Emergency Contact Email: mattm@aaaemergency.com Federal ID: 13-199-4315; Vendor ID: 1000026081 Website: www.AAAEmergency.com</p>	<p>Orders should be directed to: Name: Matthew Manfredi Toll Free Number: 1-844-224-3473 Cell Phone: (844) 224-3473 Fax: 914-949-8344 E-mail: mattm@aaaemergency.com Website: www.AAAEmergency.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	Over the phone, normal business hour technical assistance.
<u>Vendor offers</u>	
Service:	Yes - as listed on pricelist
Maintenance:	Yes - as listed on pricelist
Calibration:	Yes - as listed on pricelist
Training:	Yes - as listed on pricelist
Accepts NY State Credit Card for purchases under \$15,000(Y/N):	Yes (no limit)
Discount percentage for use of NY State credit card:	No
Guaranteed Delivery:	Varies by equipment and manufacturer
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N;website):	Y; www.AAAEmergency.com
Discount for payment within 15 days of delivery and/or receipt of invoice:	None

No Distributors

Contractor Name:	Aardvark
Contract Number:	PC66778
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 7, 14, 15, 16, 17, 19, 20
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Shipping will be applicable on orders <\$100
Volume Discount (if offered):	N/A
<p>Contract Number: PC66778 Company Name: Aardvark Company Address: 1935 Puddingstone Dr., La Verne, CA 91750 Toll Free Number: 800-997-3773 Fax Number: 909-392-3823 Main Contact Name: Brittany Baeza Main Contact Phone: 909-451-6102 Main Contact Email: bbaeza@integratedbyaardvark.com Emergency Contact Name: Steven Butler Emergency Contact Phone: 909-451-6112 Emergency Contact Email: sbutler@integratedbyaardvark.com Federal ID: 95-4451904; Vendor ID: 1000045257 Website: www.integratedbyaardvark.com</p>	<p>Orders should be directed to: Name: Brittany Baeza Toll Free Number: 909-451-6102 Fax: 909-392-3823 E-mail: bbaeza@aardvarktactical.com</p> <p>Website: www.integratedbyaardvark.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	N/A
Vendor offers	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	N/A
Guaranteed Delivery:	60 Days
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

No Distributors

Contractor Name:	Adams Electronics Inc.
Contract Number:	PC66779
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #15 (15SC-00-PPSS)
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	No
Volume Discount (if offered):	Yes, we have a price break at 50 & 100 piece
<p>Contract Number: PC66779 Company Name: Adams Electronics Inc. Company Address: 1611 S. Utica Ave., PMB 408, Tulsa, OK 74104 Toll Free Number: 844 807-1107 Fax Number: 918-622-5005 or 855-319-8068 Main Contact Name: Gina Adams Main Contact Phone: (918) 622-5000 Main Contact Email: adamselectronics@hotmail.com Emergency Contact Name: Gina Adams Emergency Contact Phone: 918-622-5000 Emergency Contact Email: adamselectronics@hotmail.com Federal ID: 74-2715084; Vendor ID: 1000009652 Website: www.adamsmetaldetection.com</p>	<p>Orders should be directed to: Name: Gina Adams Toll Free Number: 844 807-1107 Fax: 918-622-5005 or 855-319-8068 E-mail: adamselectronics@hotmail.com</p> <p>Website: www.adamsmetaldetection.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
Vendor offers	
Service:	No
Maintenance:	No
Calibration:	No
Training:	Yes, via YouTube Videos, Telephone
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes with Limit of \$3,500.00
Discount percentage for use of NY State credit card:	No
Guaranteed Delivery:	14 Days
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

No Distributors

Contractor Name:	Advanced Measurement Technology Inc.
Contract Number:	PC66780
Categories Offered : (Refer to DHS AEL-Enter Category Number(s))	Categories 7 and 15 (07RD-01-RIID, 07RD-02-DRHS, 07RD-04-SGND, 15SC-00-PMON)
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	No
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	No
<p>Contract Number: PC66780 Company Name: Advanced Measurement Technology Inc. Company Address: 801 S. Illinois Ave., Oak Ridge, TN37831 Toll Free Number: 800-251-9750 Fax Number: 865-483-0396 Main Contact Name: Donna Thompson Main Contact Phone: 865-483-2171 Main Contact Email: donna.thompson@ametek.com Emergency Contact Name: Sonya Bishop Emergency Contact Phone: 865-483-2188 Emergency Contact Email: sonya.bishop@ametek.com Federal ID: 62-1369733; Vendor ID: 1100009992 Website: www.ortec-online.com</p>	<p>Orders should be directed to: Name: Sherry Waddle Toll Free Number: 800-251-9750 ext. 2168 Cell Phone: 865-483-2168 Fax: 865-4830396 E-mail: sherry.waddle@ametek.com Website: www.ortec-online.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	Yes
Maintenance:	Yes
Calibration:	Yes
Training:	Yes
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	0%
Guaranteed Delivery:	No
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

No Distributors

Contractor Name:	AramSCO Inc.
Contract Number:	PC66781
Categories Offered : (Refer to DHS AEL-Enter Category Number(s))	1 ,3, 6, 7, 8, 9, 10, 12, 19, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Actual freight charge but not to exceed \$25.00
Volume Discount (if offered):	Pricing is negotiable dependent upon product and quantity due to the wide variety of product
<p>Contract Number: PC66781 Company Name: AramsCO Inc. Company Address: 1480 Grandview Ave, P.O. Box 29, Thorofare, NJ 08086 Toll Free Number: 800-767-6933 Fax Number: 856-686-7249 Main Contact Name: Donna McQuade Main Contact Phone: 856-686-7753 Main Contact Email: dmcquade@aramsco.com Emergency Contact Name: Denice Ashby Emergency Contact Phone: 800-767-6933 or 302-379-4362 Emergency Contact Email: dashby@aramsco.com Federal ID: 84-1674268; Vendor ID: 1000009731 Website: www.aramsco.com</p>	<p>Orders should be directed to: Name: Donna McQuade Toll Free Number: 800-767-6933 x7753 Fax: 856-686-7249 E-mail: dmcquade@aramsco.com Website: www.aramsco.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes (no limit)
Discount percentage for use of NY State credit card:	No discount on credit card payments
Guaranteed Delivery:	Delivery is dependent upon product ordered. Stock items to ship immediately.
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N;website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	2%10 1%20

No Distributors

Contractor Name:	Argus Group Holdings LLC (d/b/a Premier Safety)
Contract Number:	PC66782
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 6, 7, 8
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	N/A
<p>Contract Number: PC66782 Company Name: Argus Group Holdings LLC (d/b/a Premier Safety) Company Address: 46400 Continental Drive, Chesterfield, MI48047 Toll Free Number: 800-873-0456 Fax Number: 470-362-7018 Main Contact Name: R. Jeremy Starr, QSSP Main Contact Phone: 585-313-8861 Main Contact Email: jstarr@premiersafety.com Emergency Contact Name: Rotating Managers after hours Emergency Contact Phone: 800-873-0456 Emergency Contact Email: info@premiersafety.com after hours Federal ID: 45-5282127 Vendor ID: 1100126085 Website: www.premiersafety.com</p>	<p>Orders should be directed to: Name: R. Jeremy Starr, QSSP Toll Free Number: 800-873-0456 Fax: 470-362-7018 E-mail: jstarr@premiersafety.com Website: www.premiersafety.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	N/A
Guaranteed Delivery:	Depends on the particular product. Call for delivery.
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N;website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	N/A

No Distributors

Contractor Name:	Atlantic Diving Supply Inc. (ADS Inc.)
Contract Number:	PC66783
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 2, 3, 4, 6, 7, 8, 9, 10, 12, 14, 15, 16, 17, 19, 20, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	N
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	Y (case by case basis)
<p>Contract Number: PC66783 Company Name: Atlantic Diving Supply Inc. Company Address: 621 Lynnhaven Parkway, Suite 400, Virginia Beach, VA 23452 Toll Free Number: 888-843-3012 Fax Number: 866-883-4982 Main Contact Name: Aaron Maosi Main Contact Phone: 757-965-8347 Main Contact Email: amaosi@adsinc.com Emergency Contact Name: Brad Anderson Emergency Contact Phone: 757-963-8748 Emergency Contact Email: banderson@adsinc.com Federal ID: 54-1867268; Vendor ID: 1000032148 Website: www.adsinc.com</p>	<p>Orders should be directed to: Name: Brad Anderson Toll Free Number: 888-843-3012 Cell Phone: 757-965-4975 Fax: 757-440-3009 E-mail: mswensen@adsinc.com Website: www.adsinc.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N
Guaranteed Delivery:	Varies
Electronic Access Ordering Offered (Y/N):	Y
Price list available on contractor website (enter Y/N; website):	Y; www.adsinc.com
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Atlantic Nuclear Corporation
Contract Number:	PC66784
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #6
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	Yes, we will invoice same amount we are billed by shipper.
Volume Discount (if offered):	N/A
<p>Contract Number: PC66784 Company Name: Atlantic Nuclear Corporation Company Address: 100 Weymouth Rd., Unit E, Rockland, MA 02370 Toll Free Number: 800-878-9118 Fax Number: 781-878-3378 Main Contact Name: John Anderson Main Contact Phone: 800-878-9119 Main Contact Email: anc@att.net Emergency Contact Name: Michael Rook Emergency Contact Phone: 203-927-7503 Emergency Contact Email: anc20@att.net Federal ID: 0427388197; Vendor ID: 1000011056 Website: www.AtNuke.com</p>	<p>Orders should be directed to: Name: Michael Rook Toll Free Number: 800-878-9118 Cell Phone: 203-927-7503 Fax: 781-878-3378 E-mail: anc20@att.net Website: www.AtNuke.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	N/A
<u>Vendor offers</u>	
Service:	Yes, we offer Service; see price list.
Maintenance:	Yes, we offer Maintenance; see price list.
Calibration:	Yes, we offer Calibration; see price list
Training:	We can offer training at our facility or in Texas
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	N
Discount percentage for use of NY State credit card:	N/A
Guaranteed Delivery:	N/A
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	Y; www.AtNuke.com
Discount for payment within 15 days of delivery and/or receipt of invoice:	N/A

No Distributors

Contractor Name:	Better Power Inc.
Contract Number:	PC66786
Categories Offered:	Category #10
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Free Freight
Volume Discount (if offered):	None
<p>Contract Number: PC66786 Company Name: Better Power Inc. Company Address: 508 White Spruce Blvd., Rochester, NY 14623 Toll Free Number: 800-475-1321 Fax Number: 800-475-4448 Main Contact Name: Catherine S. Henn Main Contact Phone: 800-475-1321 Main Contact Email: Support@BetterPowerOnline.com Emergency Contact Name: Catherine S. Henn Emergency Contact Phone: 585-475-0001 Emergency Contact Email: Support@BetterPowerOnline.com Federal ID: 16-1422551; Vendor ID: 1000008177 Website: www.BetterPower.us</p>	<p>Orders should be directed to: Catherine S. Henn Toll Free Number: (800) 475-1321 Cell Phone: (585) 474-0001 Fax: (800) 475-4448 Email: Support@betterpoweronline.com</p> <p>Website: www.BetterPower.us</p>
Additional services offered by contractor to Authorized Users <u>at no added cost</u> :	None
Vendor offers:	N/A
Service:	N/A
Maintenance:	N/A
Calibration:	At Startup of Generator
Training:	At Startup of Generator
Accepts NY State Credit Card for purchases under \$15,000 (Y/N)	Y
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	Only estimated delivery can be given.
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	Y; www.BetterPower.us
Discount for payment within 15 days of delivery and/or receipt of invoice:	¼ % (.25)

No Distributors

Contractor Name:	B-Lann Equipment Co. Inc.
Contract Number:	PC66787
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 6, 7, 8, 19, 21
Price List Identification/Name/Date:	N/A
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Yes
Volume Discount (if offered):	Yes
<p>Contract Number: PC66787 Company Name: B-Lann Equipment Co. Inc. Company Address: P.O. Box 997, 2288 5th Ave., Troy, NY 12180 Toll Free Number: 800-962-5266 Fax Number: 518-274-4954 Main Contact Name: Erin Flannery or Jon Finlan Main Contact Phone: 518-274-7888, ext. 111 or 105 Main Contact Email: erin@blannequipment.com Emergency Contact Name: Erin Flannery, ext. 111 Emergency Contact Phone: 518-274-7888 Emergency Contact Email: erin@blannequipment.com Federal ID: 14-15-14230; Vendor ID: 1000006786 Website: www.blannequipment.com</p>	<p>Orders should be directed to: Name: Erin Flannery or Jon Finlan Toll Free Number: 800-962-5266 Cell Phone: 518-274-7888, ext.111 or ext. 105 Fax: 518-274-4954 E-mail: erin@blannequipment.com Website: www.blannequipment.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	Fire Extinguishers and Breathing Air
Maintenance:	Fire Extinguishers and Breathing Air
Calibration:	Gas Meters
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	No
Guaranteed Delivery:	No
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N; website):	Yes; www.blannequipment.com
Discount for payment within 15 days of delivery and/or receipt of invoice:	Yes 1%

No Distributors

Contractor Name:	Buffalo Computer Graphics Inc. (SB)
Contract Number:	PC66789
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #4
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	Yes
Volume Discount (if offered):	0%
Contract Number: PC66789 Company Name: Buffalo Computer Graphics Inc. Company Address: 4185 Bayview Road, Blasdell, NY14219 Toll Free Number: 800-828-8663 Fax Number: 716-822-2730 Main Contact Name: Gary Masterson Main Contact Phone: 716-822-8668 Main Contact Email: gmasterson@bcgeng.com Emergency Contact Name: Tim Masterson Emergency Contact Phone: 716-332-4910 Contact Email: tmasterson@bcgeng.com Federal ID: 16-1190997; Vendor ID: 1000015534 Website: www.bcgeng.com	Orders should be directed to: Name: Tim Masterson Toll Free Number: 800-823-8668 Cell Phone: 716-316-0929 Fax: 716-822-2730 E-mail: info@bcgeng.com Website: www.bcgeng.com
Additional services offered by contractor to Authorized Users at no added cost:	N/A
<u>Vendor offers</u>	
Service:	N/A
Maintenance	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	0%
Guaranteed Delivery:	N/A
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	0%

No Distributors

Contractor Name:	CEIA USA Ltd.
Contract Number:	PC66790
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Categories 7 & 15 (07CD-01-DPIR & 15SC-00-PPSS)
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	Charged at actual
Volume Discount (if offered):	2% discount on orders of \$1000,000.00 or more
<p>Contract Number: PC66790 Company Name: CEIA USA LTD Company Address: 9155 Dutton Drive, Twinsburg, OH 44087 Toll Free Number: 888-532-2342 Fax Number: 440-405-3196 Main Contact Name Luca Cacioli OR Mary Grabel Main Contact Phone: 330-405-3190 Main Contact Email: sales@ceia-usa.com OR mgrabel@ceia-usa.com Emergency Contact Name: James Wardle Emergency Contact Phone: 330-405-3190 Emergency Contact Email: jwardle@ceia-usa.com Federal ID: 31-1504710; Vendor ID: 1000040545 Website: www.ceia-usa.com</p>	<p>Orders should be directed to: Name: Dianna Chevchek Toll Free Number: 888-532-2342 Cell Phone: 330-405-3190 Fax: 330-405-3196 E-mail: sales@ceia-usa.com Website: www.ceia-usa.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
Vendor offers	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	3%
Guaranteed Delivery:	21 days ARO
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Coastal Fire Systems Inc.
Contract Number:	PC66978
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 4, 6, 19 & 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	PPY and Add. -or- if Local (Nassau / Suffolk counties) Deliver no-charge
Volume Discount (if offered):	None
Contract Number: PC66978 Company Name: Coastal Fire Systems Inc. Company Address: 16 South Ketcham Ave., Amityville, NY 11701 Toll Free Number: 844-722-2295 Fax Number: 631-661-7506 Main Contact Name: Fred Gandolfo Main Contact Phone: 631-661-7515 Main Contact Email: fred@coastalfiresystems.com Emergency Contact Name: Elizabeth Gandolfo Emergency Contact Phone: 631-661-7515 Emergency Contact Email: liz@coastalfiresystems.com Federal ID: 20-3010573; Vendor ID: 1100017248 Website: www.coastalfiresystems.com	Orders should be directed to: Name: Fred Gandolfo Toll Free Number: 844-722-2295 Cell Phone: 516-732-5691 Fax: 631-661-7506 E-mail: Sales@coastalfiresystems.com Website: www.coastalfiresystems.com
Additional services offered by contractor to Authorized Users <u>at no added cost</u> :	Yes. Inspection and assembly of Air-Paks from manufacturer, before delivery to end user. Including: insertion of batteries, testing of electronics, installation of cylinder and testing Air-Pak on air before delivery. Installation of flow test sticker, provide binder and electronic copy of flow testing reports and cylinder data for customer's accountability system. Site survey of existing equipment detailing type of air-paks and cylinders, service and expiration dates
<u>Vendor offers</u>	
Service:	Not at this time.
Maintenance:	Not at this time.
Calibration:	Not at this time.
Training:	Not at this time.
Accepts NY State Credit Card for purchases under \$15,000(Y/N):	Yes
Discount percentage for use of NY State credit card:	No.
Guaranteed Delivery:	Parts: Scott, Stock to 2 wks. Scott, Configured Air Paks. Stock to 6 weeks Scott, Configured Breathing Air Compressors: Stock to 8 wks. Service: Compressors, Gas Meters. Immediate as needed. Helmets, CAIRNS Configured. Stock to 3 weeks Hoods, Stock to 10 days Air-Bags 3 Weeks Hydraulic Tools and Accessories 4 Weeks Helmet Lights. Stock to 10 Days
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	None.

No Distributors

Contractor Name:	Common Cents EMS Supply LLC
Contract Number:	PC66791
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #9
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	\$7.95
Volume Discount (if offered):	None
Contract Number: PC66791 Company Name: Common Cents EMS Supply LLC Company Address: 304 Boston Post Road, Old Saybrook, CT06475 Toll Free Number: 866-388-4599 Fax Number: 860-388-4699 Main Contact Name: John T. Dunn Main Contact Phone: 860-388-4599 Main Contact Email: jdunn@savelives.com Emergency Contact Name: Joseph Johnson Emergency Contact Phone: 860-388-4599 Emergency Contact Email: joe@savelives.com Federal ID: 10-000-1427; Vendor ID: 1100133302 Website: www.savelives.com	Orders should be directed to: Name: John T. Dunn Toll Free Number: 866-388-4599 Cell Phone: 860-662-0414 Fax: 860-388-4699 E-mail: orders@savelives.com Website: www.savelives.com
Additional services offered by contractor to Authorized Users at no added cost:	N/A
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	Stock items 3 business days
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N;website):	Not at this time
Discount for payment within 15 days of delivery and/or receipt of invoice:	None

The following Distributors for Common Cents EMS Supply, LLC are approved to accept orders and payments:

Common Cents EMS Supply, LLC Distributor List Effective June 1, 2015				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB
Island Wide EMS Products, Inc d/b/a Hammer Medical Vendor ID: 1100055563	David Hammer	(631) 924-8223	1513 Rocky Point Rd., Middle Island, NY 11953	

Contractor Name:	DiVal Safety Equipment Inc.
Contract Number:	PC66792
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 4, 6, 7, 8, 9, 10, 11, 12, 17, 19, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	No
Volume Discount (if offered):	No
<p>Contract Number: PC66792 Company Name: DiVal Safety Equipment Inc. Company Address: 1721 Niagara Street, Buffalo, NY 14207 Toll Free Number: 800-343-1354 Fax Number: 716-874-4686 Main Contact Name: Tim Devin OR Deidre Emminger Main Contact Phone: 800-343-1354 Main Contact Email: tdevin@divalsafety.com OR demminger@divalsafety.com Emergency Contact Name: Jim Christiano Emergency Contact Phone: 800-343-1354 Emergency Contact Email: jchristiano@divalsafety.com Federal ID: 16-1104585; Vendor ID: 1000003488 Website: www.divalsafety.com</p>	<p>Orders should be directed to: DiVal Safety Equipment's Sales Unit: Toll Free Number: 800-343-1354 Fax: 716-874-4686 E-mail: orders@divalsafety.com Website: www.divalsafety.com</p>
Additional services offered by contractor to Authorized Users <u>at no added cost</u> :	None
<u>Vendor offers</u>	
Service:	Services are offered with associated cost; as requested.
Maintenance:	Services are offered with associated cost; as requested.
Calibration:	Services are offered with associated cost; as requested.
Training:	Basic product demonstrations to support contract purchases.
Accepts NY State Credit Card for purchases under \$15,000(Y/N):	Y
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	Varies
Electronic Access Ordering Offered (Y/N):	Y
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Federal Resources Supply Company
Contract Number:	PC66795
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 4, 7, 8, 9, 10, 19, 20
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	N
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	Will vary by volume and by manufacturer
<p>Contract Number: PC66795 Company Name: Federal Resources Supply Company Company Address: 235G Log Canoe Circle, Stevensville, MD 21666 Toll Free Number: 800-892-1099 Fax Number: 410-643-7701 Main Contact Name: Celena Cochrane Main Contact Phone: 412-735-8223 Main Contact Email: celena.cochrane@federalresources.com Emergency Contact Name: Robert Zaremski Emergency Contact Phone: 855-571-7012 Emergency Contact Email: robert.zaremski@federalresources.com Federal ID: 52-2133636; Vendor ID: 1000044935 Website: www.federalresources.com</p>	<p>Orders should be directed to: Name: Robert Zaremski Toll Free Number: 800-892-1099 Cell Phone: 412-735-8223 Fax: 410-643-7701 E-mail: robert.zaremski@federalresources.com Website: http://www.frcbrne.com/</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
Vendor offers	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000(Y/N):	Y
Discount percentage for use of NY State credit card:	N/A
Guaranteed Delivery:	N/A
Electronic Access Ordering Offered (Y/N):	Y
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N/A

The following Distributors for Federal Resources Supply, Co., Inc. are approved to accept orders and payments:

Federal Resources Supply, Co., Inc. Distributor List Effective June 1, 2015				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB
Strack, Inc. (d/b/a Strack Tactical Solutions) Vendor ID: 1100139979	Stephanie Strack	(757) 870-2253	410 Albacore Drive Yorktown, Virginia 23692	----
Evac Systems Vendor ID: 1100140041	Laurie McCune	(800)755-3861	400 24th Street Moline, Illinois 61265	WBE

Contractor Name:	First Line Technology LLC
Contract Number:	PC66796
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 2, 8 & 12
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	N
Shipping on less than minimum order:	Y
Volume Discount (if offered):	Y
<p>Contract Number: PC66796 Company Name: First Line Technology LLC Company Address: 3656 Centerview Drive, Suite #4, Chantilly, VA 20151 Toll Free Number: 844-955-7510 Fax Number: 703-955-7540 Main Contact Name: Jackie Simpson Main Contact Phone: 703-955-7510 Main Contact Email: jsimpson@firstlinetech.com Emergency Contact Name: Randy Sakowitz Emergency Contact Phone: 703-955-7510 x122 Emergency Contact Email: rsakowitz@firstlinetech.com Federal ID: 20-0247713; Vendor ID: 1000052681 Website: www.firstlinetech.com</p>	<p>Orders should be directed to: Name: Amit Kapoor Toll Free Number: 844-955-7510 Cell Phone: 703-585-2313 Fax: 703-955-7540 E-mail: sales@firstlinetech.com Website: www.firstlinetech.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N
Guaranteed Delivery:	Y
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Fisher Scientific Company LLC
Contract Number:	PC66797
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 7, 8, 9, 10, 12, 19, 20, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	None
Volume Discount (if offered):	N/A
<p>Contract Number: PC66797 Company Name: Fisher Scientific Company LLC Company Address: 300 Industry Dr., Pittsburgh, PA 15275 Toll Free Number: 800-772-6733 Fax Number: 800-772-7702 Main Contact Name: James Bond Main Contact Phone: 860-655-2281 Main Contact Email: james.bond@thermofisher.com Emergency Contact Name: Fisher Scientific Customer Service Emergency Contact Phone: 800-772-6733 Emergency Contact Email: cso.cat@thermofisher.com Federal ID: 23-2942737; Vendor ID: 1000008939 Website: www.fishersci.com</p>	<p>Orders should be directed to: Name: FISHER SCIENTIFIC CUSTOMERSERVICE Toll Free Number: 800-226-4732 Fax: 800-772-7702 Email: cso.cat@thermofisher.com Website: www.fishersci.com</p>
Additional services offered by contractor to Authorized Users at <u>no added cost</u> :	None
<u>Vendor offers</u>	
Service:	N
Maintenance:	N
Calibration:	N
Training:	Y
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y (at point of sale only)
Discount percentage for use of NY State credit card:	N/A
Guaranteed Delivery:	Most items 30 days
Electronic Access Ordering Offered (Y/N):	Y
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Galls LLC
Contract Number:	PC66811
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #1
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	\$10.00
Volume Discount (if offered):	N/A
<p>Contract Number: PC66811 Company Name: Galls LLC Company Address: 1340 Russell Cave Rd., Lexington, KY40505 Toll Free Number: 800-876-4242 ext. 2240 Fax Number: 877-314-2557 Main Contact Name: Zack Hatfield Main Contact Phone: 859-286-6221 Main Contact Email: hatfield-zack@galls.com Emergency Contact Name: Jeff Bush Emergency Contact Phone: 859-351-2524 Emergency Contact Email: bush-jeffrey@galls.com Federal ID: 20-3545989; Vendor ID: 1000040127 Website: www.galls.com</p>	<p>Orders should be directed to: Name: Chelsea Bentley Toll Free Number: 800-876-4242 ext. 201312 Fax: 877-314-2557 E-mail: bentley-chelsea@galls.com Website: www.galls.com</p>
Additional services offered by contractor to Authorized Users at <u>no added cost</u> :	N/A
<u>Vendor offers</u>	
Service:	N
Maintenance:	N
Calibration:	N
Training:	N
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N/A
Guaranteed Delivery:	5-90 DAYS ARO
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Hi-Tech Fire & Safety Inc. (WBE)
Contract Number:	PC66798
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 8 & 12
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Yes
Volume Discount (if offered):	N/A
<p>Contract Number: PC66798 Company Name: Hi-Tech Fire & Safety Inc. Company Address: 158 Allen Blvd., Unit A, Farmingdale, NY11735 Toll Free Number: 844-631-FIRE (844-631-3473) Fax Number: 631-777-5171 Main Contact Name: Karen Mandel OR Aubree Albano Main Contact Phone: 631-777-5170 Main Contact Email: k.mandel@hitechfireny.com OR a.albano@hitechfire.com Emergency Contact Name: Karen Mandel Emergency Contact Phone: 516-356-1344 Emergency Contact Email: kemandel@hotmail.com Federal ID: 11-2984005; Vendor ID: 1000024515 Website: www.hitechfireny.com</p>	<p>Orders should be directed to: Name: Karen Mandel Toll Free Number: 631-777-5170 Cell Phone: 516-356-1344 Fax: 631-777-5171 E-mail: k.mandel@hitechfireny.com Website: www.hitechfireny.com</p>
Additional services offered by contractor to Authorized Users <u>at no added cost</u> :	None
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000(Y/N):	No
Discount percentage for use of NY State credit card:	No
Guaranteed Delivery:	30-90 days, dependent upon manufacturer
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N;website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

No Distributors

Contractor Name:	Laerdal Medical Corporation
Contract Number:	PC66800
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #4
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	YES
Shipping on less than minimum order:	Will ship at no additional cost
Volume Discount (if offered):	None offered. Additional discounts can be discussed with Laerdal on submission of large orders. End-users should contact Laerdal when ordering volume.
<p>Contract Number: PC66800 Company Name: Laerdal Medical Corporation Company Address: 167 Myers Corners Rd, Wappingers Falls, NY 12590 Toll Free Number: 800-431-1055 x 3705 Fax Number: 800-266-4359 Main Contact Name: Sara Perpetua Main Contact Phone: 845-297-7770 x 3705 Main Contact Email: sara.perpetua@laerdal.com Emergency Contact Name: George Besant Emergency Contact Phone: 845-297-7770 x 2696 Emergency Contact Email: george.besant@laerdal.com Federal ID: 13-2587752; Vendor ID: 1000026166 Website: www.laerdal.com</p>	<p>Orders should be directed to: Name: Sara Perpetua Toll Free Number: 845-296-6705 Fax: 800-266-4359 E-mail: Sara.perpetua@laerdal.com</p> <p>Website: www.laerdal.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
Vendor offers	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	14-30 Days ARO
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	None

No Distributors

Contractor Name:	Laurus Systems Inc. (WBE)
Contract Number:	PC66801
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	2, 7, 8, 9, 14, 15, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	Y
Volume Discount (if offered):	Varies depending on product and volume-Call for volume discounts
Contract Number: PC66801 Company Name: Laurus Systems Inc. Company Address: 3460 Ellicott Center Dr., Suite 101, Ellicott City, MD 21043 Toll Free Number: 866-465-5558 Fax Number: 410-465-5257 Main Contact Name: Laura Lynch Main Contact Phone: 410-465-5558 Main Contact Email: lauralynch@LaurusSystems.com Emergency Contact Name: Bill Thieben Emergency Contact Phone: 315-457-9300 Emergency Contact Email: BThieben@LaurusSystems.com Federal ID: 52-2326481; Vendor ID: 1000009468 Website: www.LaurusSystems.com	Orders should be directed to: Name: Andrea Punte Toll Free Number: 410-465-5558 Fax: 410-465-5257 E-mail: Andrea.Punte@LaurusSystems.com Website: www.LaurusSystems.com
Additional services offered by contractor to Authorized Users at no added cost:	LAURUS Systems offers phone support, online manuals, training documents and software updates for most products for no additional charge. Additionally, we offer free needs assessments.
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	Maintenance and extended warranties are offered through the manufacturers and are listed on the pricing pages.
Calibration:	Calibrations are offered as part of our contract proposal through an accredited laboratory.
Training:	Training is offered for products on attached pricing pages-additional options are available free of charge.
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N/A
Guaranteed Delivery:	Most products are delivered within 30-60 days. Some exceptions may occur when an item is unusual or special order.
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	LDV Inc.
Contract Number:	PC66802
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #12
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	No
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	2 Unit Discount of same model 7.50% 3-4 Unit Discount of same model 8.50% 5-9 Unit Discount of same model 9.00% 10+ Unit Discount of same model 9.50%
Contract Number: PC66802 Company Name: LDV Inc. Company Address: 180 Industrial Drive, Burlington, WI53105 Toll Free Number: 800-558-5986 Fax Number: 262-767-2529 Main Contact Name: Nancy Strelow Main Contact Phone: 262-757-2429 Main Contact Email: nstrelow@ldvusa.com Emergency Contact Name: Ruth Phillips Emergency Contact Phone: 262-757-2429 Emergency Contact Email: rphillips@ldvusa.com Federal ID: 39-1281237; Vendor ID: 1000033003 Website: www.ldvusa.com	Orders should be directed to: LDV, Inc. Name: Ruth Phillips Toll Free Number: 800-558-5986 Fax: 262-767-2529 E-mail: rphillips@ldvusa.com Website: www.ldvusa.com
Additional services offered by contractor to Authorized Users at no added cost:	None
Vendor offers	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	LDV Inc. offers additional various training options ranging from 4 hours to multiple days with a certified LDV technician, which can occur at our Headquarters or at the customer's location when we deliver the unit. LDV Inc. has over 190 employees and each department offers trained service personnel that are regularly available for training and support.
Accepts NY State Credit Card for purchases under \$15,000(Y/N):	No
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	365 or less
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N;website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

The following Distributors for LDV, Inc. are approved to accept orders and payments:

LDV, Inc. Distributor List Effective August				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB Designation
MHQ Vendor ID: 1100017265	John Welch	508-573-2600	401 Elm St., Marlboro MA 01752	N/A
Southland Fire and Safety Vendor ID: 1100147877	Brett Prejean	225-621-3473	1918 Southland Ave., Gonzales LA 70737	N/A
Freightliner of Austin Vendor ID: 1100146651	Jay Hendrix	800-395-2005	1701 Smith Rd., Austin TX 78721	N/A

Contractor Name:	Municipal Emergency Services Inc.
Contract Number:	PC66804
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 2, 3, 4, 6, 7, 8, 9, 10, 12, 16, 19, 20
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	No
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	1% additional for single order to one location totaling \$1,000,000 1% additional for agency aggregate purchase totaling \$1,000,000 1% additional for all sales after contract volume reaches \$1,000,000
Contract Number: PC66804 Company Name: Municipal Emergency Services Inc. Company Address: 66 Firemens Way, Poughkeepsie, NY 12603 Toll Free Number: 800-560-8030 Fax Number: 845-575-6959 Main Contact Name: Lisa Parent Main Contact Phone: 800-560-8030 Main Contact Email: lparent@mesfire.com Emergency Contact Name: Robert Duncan Emergency Contact Phone: 800-560-8030 Emergency Contact Email: roduncan@mesfire.com Federal ID: 65-1051374; Vendor ID: 1000048430 Website: www.mesfire.com	Orders should be directed to: Name: Lisa Parent Toll Free Number: 800-560-8030 Cell Phone: 914-490-9571 Fax: 845-575-6959 E-mail: lparent@mesfire.com Website: www.mesfire.com
Additional services offered by contractor to Authorized Users at no added cost:	Hose recoupling, hydrostatic testing
<u>Vendor offers</u>	
Service:	Not offered
Maintenance:	Not offered
Calibration:	Not offered
Training:	Not offered
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	90-120 days A-R-O
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	None

No Distributors

Contractor Name:	NDI Technologies Inc. (d/b/a NDI RecognitionSystems)
Contract Number:	PC66805
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #4
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Yes
Volume Discount (if offered):	No
<p>Contract Number: PC66805 Company Name: NDI Technologies Inc. Company Address: 105 E. ST Rd. 434, Winter Springs, FL32708 Toll Free Number: 866-458-0426 Fax Number: 321-441-1801 Main Contact Name: Melinda Mays Main Contact Phone: 866-458-0426 x111 or 321-441-1800x111 Main Contact Email: m.mays@ndi-rs.net Emergency Contact Name: Mike Murray Emergency Contact Phone: 518-573-7889 Emergency Contact Email: m.murray@ndi-rs.net Federal ID: 760730481; Vendor ID: 1100015554 Website: www.ndi-rs.com</p>	<p>Orders should be directed to: Name: Melinda Mays or Mike Murray Toll Free Number: 866-458-0426 x111 Cell Phone: 518-573-7889 Fax: 321-441-1801 E-mail: m.mays@ndi-rs.net or m.murray@ndi-rs.net</p> <p>Website: www.ndi-rs.com</p>
Additional services offered by contractor to Authorized Users <u>at no added cost</u> :	None
<u>Vendor offers</u>	
Service:	Yes
Maintenance:	Yes
Calibration:	N/A
Training:	Yes
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N
Guaranteed Delivery:	6 to 8 Weeks
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	OHD, LLLP
Contract Number:	PC67797
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #1
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	Manufacturer will ship at no additional cost
Volume Discount (if offered):	6% on orders from \$50,000-\$100,000 9% on orders over \$100,000
<p>Contract Number: PC67797 Company Name: OHD, LLLP Company Address: 2687 John Hawkins Pkwy, Hoover, AL 35244 Toll Free Number: 888-464-3872 Fax Number: 205-980-5764 Main Contact Name: Carol Apol Main Contact Phone: 205-314-6155 Main Contact Email: capol@ohdusa.com Emergency Contact Name: Luke Allen Emergency Contact Phone: 205-613-0377 Contact Email: lallen@ohdusa.com Federal ID: 46-1688497; Vendor ID: 1100185418 Website: www.ohdusa.com</p>	<p>Orders should be directed to: Name: Orders Toll Free Number: 888-464-3872 Fax: 205-980-5764 E-mail: Sales@ohdusa.com Website: www.ohdusa.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	Tech support via phone or internet
Vendor offers	
Service:	Yes
Maintenance:	Yes
Calibration:	Yes
Training:	Yes
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N
Guaranteed Delivery:	N
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

The following Distributors for OHD, LLLP are approved to accept orders and payments:

Distributor list for OHD, LLLP Effective August 30, 2018				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB Designation
AAA Emergency Supply Co, Inc. Vendor ID: 1000026081	Matt Manfredi	914-949-0512	635 North Broadway, White Plains, NY 10603	SB
AudioMedtric Technology Vendor ID: 1000033028	Jim Becker	716-631-9284	247 Cayuga Rd., Suite 60, Buffalo, NY 14225	SB
Jerome Fire Equipment Vendor ID: 1000015270	KC Pickard	315 699-5288	8721 Caughdenoy Rd., Clay, NY 13041	SB
Vendor Network, Inc. Vendor ID: 1100131215	Edward Romano	914-771-9593	500 Nepperhan Ave., Yonkers, NY 10701	SB
Occupational Safety Products, Inc. Vendor ID: 1000012769	Gretchen Manfredi	914-949-9292	P.O. Box 538, White Plains, NY 10603	WBE
DiVal Safety Equipment, Inc. Vendor ID: 1000003488	Mark Rabent	716-874-9060	1721 Niagara St., Buffalo, NY 14207	
B-Lann Equipment Co. Inc. Vendor ID: 1000006786	Erin Flannery	518-274-7888	2288 5 th Ave, Troy, NY 12180	WBE & SB
Premier Safety Vendor ID: 1100126085	Jeremy Starr	585-313-8861	46400 Continental Drive, Chesterfield, MI 48047	

Contractor Name:	Promark International Inc. (SB)
Contract Number:	PC66807
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 2, 3, 15, 19, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	No
Shipping on less than minimum order:	\$15
Volume Discount (if offered):	No
<p>Contract Number: PC66807 Company Name: Promark International Inc. Company Address: 533 West Hoffman Ave., Lindenhurst, NY11757 Toll Free Number: 800-645-4443 Fax Number: 631-226-1259 Main Contact Name: Kathy Margiotta Main Contact Phone: 631-226-1541 Main Contact Email: Promarkkat@optonline.net or Promarkleslie@optimum.net Emergency Contact Name: Ken Battcher Emergency Contact Phone: 516-528-8110 Emergency Contact Email: promarkint@aol.com Federal ID: 11-3303452; Vendor ID: 1000012205 Website: www.publicsafety mall.com</p>	<p>Orders should be directed to: Name: Kathy Margiotta Toll Free Number: 631-226-1541 Cell Phone: 516-528-8110 Fax: 631-226-1259 E-mail: promarkuniforms@gmail.com Website: www.publicsafety mall.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N
Guaranteed Delivery:	45 Days ARO
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Rapiscan Systems Inc.
Contract Number:	PC66809
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #15
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	No
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	Additional 1% for 10-20 instruments on a single order delivered to one or multiple locations 2% for 20+ instruments on a single order delivered to one or multiple location 30 or more will be negotiated
Contract Number: PC66809 Company Name: Rapiscan Systems Inc. Company Address: 2805 Columbia Street, Torrance, CA 90503 Toll Free Number: 888-258-6684, Option 1 Toll Free Fax Number: 877-721-5100 Main Contact Name: Mr. Sean Bullock OR Matt Madalo Main Contact Phone: 917-287-1680 Main Contact Email: sbullock@rapiscansystems.com OR mmadalo@rapiscansystems.com Emergency Contact Name: Mr. Sean Bullock Emergency Contact Phone: 917-287-1680 Emergency Contact Email: sbullock@rapiscansystems.com Federal ID: 95-4413488; Vendor ID: 1000056125 Website: www.rapiscansystems.com	Orders should be directed to: Name: Mr. Sean Bullock Toll Free Number: 888-258-6684 Cell Phone: 917-287-1680 Fax: 732-612-1306 E-mail: sbullock@rapiscansystems.com Website: www.rapiscansystems.com
Additional services offered by contractor to Authorized Users <u>at no added cost</u> :	Shipping, installation, training, 1-year warranty & maintenance
<u>Vendor offers</u>	
Service:	Not at this time
Maintenance:	Not at this time
Calibration:	Not at this time
Training:	Not at this time
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	No. Standard lead times will apply.
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	1%/15 days

No Distributors

Contractor Name:	Safeware Inc.
Contract Number:	PC66812
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 2, 3, 4, 6, 7, 8, 9, 14
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Yes
Volume Discount (if offered):	No
Contract Number: PC66812 Company Name: Safeware Inc. Company Address: 4403 Forbes Blvd., Lanham, MD 20706 Toll Free Number: 800-331-6707 Fax Number: 301-683-1200 Main Contact Name: Anne Petrenko OR Angie Austin Main Contact Phone: 800-331-6707 ext.1028 Main Contact Email: apetrenko@safewareinc.com OR aaustin@safeware.com Emergency Contact Name: Kristine Wallace Emergency Contact Phone: 202-725-7198 (cell) Emergency Contact Email: kwallace@safewareinc.com Federal ID: 52-1152883; Vendor ID: 1000040889 Website: www.safewareinc.com	Orders should be directed to: Name: John McLoughlin Toll Free Number: 800-331-6707 x1240 Cell Phone: Fax: 301-683-1200 E-mail: jmcloughlin@safewareinc.com Website: www.safewareinc.com
Additional services offered by contractor to Authorized Users at <u>no added cost</u> :	None
<u>Vendor offers</u>	
Service:	Yes - additional cost
Maintenance:	Yes - additional cost
Calibration:	Yes - additional cost
Training:	Yes - additional cost
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes (no limit)
Discount percentage for use of NY State credit card:	N/A
Guaranteed Delivery:	No guarantee is offered
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N;website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	N/A

The following Distributors for Safeware, Inc. are approved to accept orders and payments:

Safeware, Inc. Distributor List Effective June 1, 2015				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB
ASA Environmental Products Inc. Vendor ID: 11-00140058	Jeffrey Schneider	800-783-5272	P.O. Box 789, Stonington, CT 06378	WBE
Ideal Electric Vendor ID: 11-00105249	Dale Banks	202-526-7500	2230 Adams Place NE, Washington, DC 20018	M/WBE

Snappy Solutions Inc. Vendor ID: 11-00027482	Maureen Fairlie	877-289-8340	106 Sycamore Drive, East Hampton, NY 11937	WBE
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Contractor Name:	SecureWatch24 LLC (d/b/a SW24)
Contract Number:	PC66813
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 2, 3, 4, 6, 7, 10, 11, 14, 15, 19, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Depending on Weight and Delivery Time Frame. No additional handling charges.
Volume Discount (if offered):	No
<p>Contract Number: PC66813 Company Name: SecureWatch24 LLC Company Address: 1 Penn Plaza, #4000, New York, NY10119 Toll Free Number: 877-575-7924 Fax Number: 212-729-5401 Main Contact Name: John Colgan Main Contact Phone: 212-729-5400 Main Contact Email: John@SecureWatch24.com Emergency Contact Name: John Colgan Emergency Contact Phone: 212-729-5400 Emergency Contact Email: NYSHIRE@SecureWatch24.com Federal ID: 200914683; Vendor ID: 1000044257 Website: www.securewatch24.com</p>	<p>Orders should be directed to: Name: Susan Whalen Toll Free Number: 1-877-575-7924 Cell Phone: 516-668-6464 Fax: 212-729-5401 E-mail: NYSHIRE@SecureWatch24.com Website: www.securewatch24.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	N/A
<u>Vendor offers</u>	
Service:	Specific products only
Maintenance:	Specific products only
Calibration:	Specific products only
Training:	Specific products only
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes (no limit)
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	Product Dependent, Lead times vary
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

The following Distributors for SecureWatch24 are approved to accept orders only:

SecureWatch24 Distributor List (Effective March 29, 2018)				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB
Briteway Security Systems	Michael Serrano	917-620-9870	70 S. Main St. Suite 3B, Freeport, NY 11520	MBE
Gruskay Connectivity LLC	Holly D. Gruskay	914-715-5983	32 Runyon Place, Scarsdale, NY 10583	WBE
Security Design Professionals, LLC	Elyse Wolf	212-729-5407	One Penn Plaza, Suite 3900, New York, NY 10119	
Corporate Leasing Associates, Inc.	Adam Lesnick	212-732-5571 X102	21 Morris Ave, Rockville Centre, NY 11570	WBE
Snappy Solutions, Inc. Vendor ID: 11-00027482	Maureen Fairlie	877-289-8340	106 Sycamore Drive, East Hampton, NY 11937	WBE/DBE/WOSB
Regiment Technology Group, LLC.	Myles L. Bartley	914-222-3071	81 Pondfield Road, #D279, Bronxville, NY 10708	SDVOB
Colline Bros. Lock & Safe Co., LLC	Diane Schardien	908-429-9050	PO Box 8030, Bridgewater, NJ 08807	
Touchtel	Dolores Scelzi	212-809-2101	1897 Clove Road, Staten Island, NY 10304	
J&J Enterprises and Security, Inc. d/b/a J&J Security	Micha Snider	516-741-1888	21 Peppermill Rd, Roslyn, NY 11576	
Fortis Consulting Services	Oleg Pekerman	718-451-1231	2759 E. 63 rd Street, Brooklyn, NY 11234	
High Point Solutions, Inc.	Sandra Curran	973-940-0040	5 Gail Court, Sparta, NJ 07871	MBE
MH Corbin	Kevin Francis	614-205-1407	8355 Rausch Dr., Plain City, OH 43064	
S&S Locksmiths, Inc.	James Schubert	718-835-7333	117-01 115 th Ave, South Ozone Park, NY 11420	
Central Equipment, LLC	Jean Cole	508-758-3758	PO Box 781, Mattapoisett, MA 02739	

Contractor Name:	Selex ES Inc. (ELSAG ALPR Solutions)
Contract Number:	PC66814
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #4
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Will ship at no additional cost
Volume Discount (if offered):	5% single order over \$200,000 2% agency's aggregate over \$3,500,00 2% statewide over \$35,000,000
<p>Contract Number: PC66814 Company Name: Selex ES Inc. (ELSAG ALPR Solutions) Company Address: 7 Sutton Place, Brewster, NY 12110 Toll Free Number: 877-773-5724 Main Contact Name: Nate Maloney Main Contact Phone: 518-495-2288 Main Contact Email: nate.maloney@leonardocompany-us.com Emergency Contact Name: Nate Maloney Emergency Contact Phone: (518) 495-2288 Emergency Contact Email: nate.maloney@leonardocompany-us.com Federal ID: 98-0353098; Vendor ID: 1100121125 Website: www.elsag.com</p>	<p>Orders should be directed to: Name: Sherri Corder Toll Free Number: (877) 773-5724 Cell Phone: (336) 209-7910 Fax: (336) 379-7164 E-mail: sales@elsag.com</p> <p>Website: www.elsag.com</p> <p><u>All order payments must be sent to:</u> Selex ES Inc. 4221 Tudor Lane Greensboro., NC 27410-8105</p>
Additional services offered by contractor to Authorized Users at <u>no added cost</u> :	None
<u>Vendor offers</u>	
Service:	Yes
Maintenance:	Yes
Calibration:	Yes
Training:	Yes
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	0%
Guaranteed Delivery:	30-90 days A-R-O depending on equipment ordered
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	Yes; http://elsag.com/state_contract.htm
Discount for payment within 15 days of delivery and/or receipt of invoice:	2% (1% 30 days)

The following Distributors for Selex ES, Inc. are approved to accept orders only:

Selex ES, Inc. (ELSAG ALPR Solutions) Distributor List Effective August 2015				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB Designation
Automatic License Plate Reader (ALPR) Systems and Equipment Resellers				
Busch & Associates	Jeff Busch	913-390-1777	6970 152nd Terrace, Overland Park KS 66223	N/A
Madden & Associates	Derek Smith	678-963-2060	935 Hwy 124, Bldg. 400, Suite 401, Braselton GA 30517	N/A
John Wright & Associates	John Wright	817-459-2001	1111 West Abram St., Arlington TX 76013	N/A
Kevin Russell & Associates, LLC	Kevin Russell	860-388-3933	151 Mill Rock Road - East, Old Saybrook, CT 06475	N/A
Applied Technology Services, Inc.	Bob Marchese	410-344-1256	405 Williams Court, Ste 113, White Marsh, MD 21220	N/A
Dana T. Marsh, Inc. (DTM, Inc.)	Dana T. Marsh Adam Chalker (DTM Independent Rep)	770-825-6158	391 Gingercake Road, Fayetteville, GA 30214	N/A
Digital/Land Mobile Radio (LMR) Systems and Equipment Resellers				
Goosetown Enterprises INC	David Gottlieb	845-268-7500	58 Harrison Ave, Congers, NY 10920	N/A
Saia Communications	Mike Saia	716-892-2900	100 Stradman St. Buffalo, NY 14206	N/A
All-Comm Technologies INC	Chris Laquidara	781-289-3000	5 Whitmore Road, Revere, MA 02151	N/A
Applied Communications Services INC	Dan Reagan	508-393-9312	203 SW Cutoff, Northborough, MA 01532	N/A
Radio Max Communications INC	Lino Presutti	585-456-1976	175 Buell Road, Rochester, NY 14624	N/A
Marcus Communications	Bruce Marcus	860-646-1839	33 Mitchell Dr., Manchester, CT 06042	N/A
RCM Radio Communications Management INC	Scott Rivard	207-797-7503	158 Rand Road, Portland, ME 04102	N/A
Northeastern Communications INC	Dawn Rizzo	800-223-9008	7 Great Hill Road, Naugatuck, CT 06770	N/A
RF Design and Integration	Lou Albert	215-245-1700	792 Haunted Lane, Bensalem, PA 19020	N/A
Atlantic Communications	Charles Blount	757-380-8498	4811 Market Dr. Newport News, VA 23607	N/A

Contractor Name:	Smiths Detection Inc.
Contract Number:	PC66815
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Categories 7 & 15
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	No
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	Additional 5% on the purchase of 4 or more from the same product category. Maintenance/Service not included.
<p>Contract Number: PC66815 Company Name: Smiths Detection Inc. Company Address: 2202 Lakeside Blvd., Edgewood, MD 21040 Toll Free Number: 888-473-6747 Fax Number: 410-510-9496 Main Contact Name: Jamie Edgar OR Andrea Wilson Main Contact Phone: 917-720-5001 Main Contact Email: jamie.edgar@smiths-detection.com OR andrea.wilson@smiths-detection.com Emergency Contact Name: Andrea Wilson Emergency Contact Phone: 800-297-0955 Emergency Contact Email: customer.support@smiths-detection.com Federal ID: 22-3552823; Vendor ID: 1000008854 Website: www.smithsdetection.com</p>	<p>Order should be directed to: Name: Jamie Edgar Toll Free Number: Cell Phone: 917-720-5001 Fax: 410-510-9496 E-mail: jamie.edgar@smiths-detection.com</p> <p>Website: www.smiths-detection.com</p>
Additional services offered by contractor to Authorized Users at <u>no added cost</u> :	None
<u>Vendor offers</u>	
Service:	No
Maintenance:	No
Calibration:	No
Training:	No
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	No
Guaranteed Delivery:	No
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

No Distributors

Contractor Name:	South Shore Fire and Safety Equipment Distributors Inc. (SB)
Contract Number:	PC66816
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 7, 16, 19, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	YES
Shipping on less than minimum order:	YES
Volume Discount (if offered):	1% additional for all sales after contract volume reaches \$1,000,000
<p>Contract Number: PC66816 Company Name: South Shore Fire and Safety Equipment Distributors Inc. Company Address: 579 East Meadow Ave., East Meadow, NY 11544 Toll Free Number: 866-979-9917 Fax Number: 516-794-1016 Main Contact Name: David Smith OR Kim Schneidmuller Main Contact Phone: 516-794-4000 Main Contact Email: dsmith@southshorefire.com OR kimsouthshore@outlook.com Emergency Contact Name: David Smith Emergency Contact Phone: 516-459-1659 Emergency Contact Email: dsmith@southshorefire.com Federal ID: 11-1996719; Vendor ID: 1000005586 Website: www.southshorefire.com</p>	<p>Orders should be directed to: Name: David Smith Toll Free Number: 866-979-9651 Cell Phone: 516-459-10659 Fax: 516-794-1016 E-mail: dsmith@southshorefire.com Website: www.southshorefire.com</p>
Additional services offered by contractor to Authorized Users <u>at no added cost</u> :	N/A
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	4-12 Weeks
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	None

No Distributors

Contractor Name:	Strack Inc. d/b/a Strack Tactical Solutions
Contract Number:	PC66817
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 4, 6, 7, 8, 9, 10, 14, 16, 19, 20, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	No
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	1% on orders over \$100,000 & 2% on orders over \$500,000
<p>Contract Number: PC66817 Company Name: Strack Inc. (d/b/a Strack Tactical Solutions) Company Address: 410 Albacore Drive, Yorktown, VA 23692 Toll Free Number: (877) 261-4176 Main Contact Name: Stephanie Strack Main Contact Phone: 757-898-7281 Main Contact Email: stephanie@strack-inc.com Emergency Contact Name: Bruce Strack Emergency Contact Phone: 757-818-1210 Emergency Contact Email: bruce@strack-inc.com Federal ID: 45-5122582; Vendor ID: 11-00139979</p>	<p>Orders should be directed to: Name: Bruce Strack Toll Free Number: 877-261-4176 Cell Phone: 757-818-1210 E-mail: bruce@strack-inc.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	N/A
<u>Vendor offers</u>	
Service:	N/A
Maintenance:	N/A
Calibration:	N/A
Training:	N/A
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	0%
Guaranteed Delivery:	45 Days ARO
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	1%

The following Distributors for Strack, Inc. are approved to accept orders only:

Distributor List for Strack, Inc. Effective March 15, 2019				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB
JHP Industrial Supply Company Inc.	Emanuel Henderson	315-422-0050	321 W. Taylor St., Syracuse, NY 13202	MBE
Paladin Center LLC	Mark Baumblatt	845-231-3443 x104	39 Seminary Hill Rd., Carmel, NY 10512	SB
Tac Wear Inc.	Jake Myers	704-996-6086	1123 Fennel Green Dr., Seffner, FL 33584	SB
National Safety Supply Inc.	Jeremy Gray	301-668-3230	4101 Harvard Place, Unit E, Frederick, MD 21703	SB
US Elite LLC	Steve Viola	973-310-3650	17 Passaic Ave, Hawthorne, NJ 07506	SB
AT Armor	Mike Martin	817-876-7828	1540 Keller Pkwy, Unit 108, #177, Keller, TX 76248	SB
Devil Dog Concepts	Cameron Hillman	844-666-7244 x701	40 Grossett, Suite 300, Kirkwood, NY 13795	SB

Contractor Name:	Strategic Response Initiatives LLC (SB) (SDVOB)
Contract Number:	PC66818
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #10
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	N
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	N
<p>Contract Number: PC66818 Company Name: Strategic Response Initiatives LLC Company Address: 44 Dalliba Ave., Ste. 204, Watervliet, NY12189 Toll Free Number: (844) 228-9838 Fax Number: (844) 228-9838 Main Contact Name: Anita Domanico Main Contact Phone: (518) 701-0282 Main Contact Email: anita.domanico@strategicri.com Emergency Contact Name: Robert Domenici Emergency Contact Phone: (518) 858-2611 Emergency Contact Email: robert.domenici@strategicri.com Federal ID: 20-2015569; Vendor ID: 1000034729 Website: www.strategicri.com</p>	<p>Orders should be directed to: Name: Anita Domanico Toll Free Number: (844) 228-9838 Direct: (518) 701-0282 Fax: (844) 228-9838 E-mail: anita.domanico@strategicri.com Website: www.strategicri.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	N
Maintenance:	Y; See Pricelist
Calibration:	N
Training:	N
Accepts NY State Credit Card for purchases under \$15,000(Y/N):	Yes
Discount percentage for use of NY State credit card:	N
Guaranteed Delivery:	N
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Strategic Safety Dynamics LLC
Contract Number:	PC66819
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1,2,3,4,7,8,9,10,14,16,19,21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	Shipping costs will be added pursuant to Minimum Order Clause.
Volume Discount (if offered):	Yes. Case by case basis.
Contract Number: PC66819 Company Name: Strategic Safety Dynamics LLC Company Address: 279 4 th Avenue St. James, NY 11780 Toll Free Number: 844-463-6773 Fax Number: 631-582-6381 Main Contact Name: Theresa P. Beltrani Main Contact Phone: 844-463-6773 Main Contact Email: TheresaB@SSDonline.us Emergency Contact Name: Theresa P. Beltrani Emergency Contact Phone: 631-404-6695 Emergency Contact Email: TheresaB@SSDonline.us Contact Email: TheresaB@SSDonline.us Federal ID: 27-1345037; Vendor ID: 1100132883 Website: www.SSDonline.us	Orders should be directed to: Name: Theresa P. Beltrani Toll Free Number: 844-463-6773 Cell Phone: 631-404-6695 Fax: 631-582-6381 E-mail: Sales@SSDonline.us Website: www.SSDonline.us
Additional services offered by contractor to Authorized Users at no added cost:	
<u>Vendor offers</u>	
Service:	YES
Maintenance:	YES
Calibration:	YES
Training:	YES
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	YES
Discount percentage for use of NY State credit card:	No
Guaranteed Delivery:	Varies by item. Please check with vendor prior to ordering.
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

No Distributors

Contractor Name:	Tava Products LLC
Contract Number:	PC66820
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 2, 3, 7, 8, 9, 10, 14, 16, 19, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	Prepaid and add
Volume Discount (if offered)	N/A
<p>Contract Number: PC66820 Company Name: Tava Products LLC Company Address: 10204 Sundance Ct., Potomac, MD 20854 Toll Free Number: 866-998-6393 Fax Number: 202-237-1086 Main Contact Name: Majid Tavakolian Main Contact Phone: 202-237-8282 Main Contact Email: majid@tavaproducts.com Emergency Contact Name: Majid Tavakolian Emergency Contact Phone: 917-972-6893 Emergency Contact Email: majid@tavaproducts.com Federal ID: 27-4724070; Vendor ID: 1100140005 Website: www.tavaproducts.com</p>	<p>Orders should be directed to: Name: Amir Tavakolian Toll Free Number: 866-998-6393 Cell Phone: 202-285-6485 Fax: 202-237-1086 E-mail: amir@tavaproducts.com Website: www.tavaproducts.com</p>
Additional services offered by contractor to Authorized Users at <u>no added cost</u> :	N/A
<u>Vendor offers</u>	
Service:	Y for additional fee
Maintenance:	Y for additional fee
Calibration:	Y for additional fee
Training:	Y for additional fee
Accepts NY State Credit Card for purchases under \$15,000(Y/N):	Y
Discount percentage for use of NY State credit card:	None
Guaranteed Delivery:	As per contract or Purchase order
Electronic Access Ordering Offered (Y/N):	Y
Price list available on contractor website (enter Y/N;website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	Thermo Eberline LLC
Contract Number:	PC66821
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	4, 7, 15
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	No
Volume Discount (if offered):	Quantity discounts on specific items; see pricelist.
<p>Contract Number: PC66821 Company Name: Thermo Eberline LLC Company Address: 27 Forge Parkway, Franklin, MA 02038-3135 Toll Free Number: 800-274-4212 Fax Number: 508-520-2815 Main Contact Name: Dawn M. Scanlon OR Michelle Welch Main Contact Phone: 508-553-1543 Main Contact Email: dawn.scanlon@thermofisher.com OR michelle.welch@thermofisher.com Emergency Contact Name: Customer Service Emergency Contact Phone: 800-274-4212 Emergency Contact Email: customerservice.rmsi@thermofisher.com Federal ID: 04-3463209; Vendor ID: 1100010769 Website: www.thermofisher.com</p>	<p>Orders should be directed to: Name: Customer Service Toll Free Number: 800-274-4212 Fax: 508-520-2815 E-mail: customerservice.rmsi@thermofisher.com Website: www.thermofisher.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	No
<u>Vendor offers</u>	
Service:	No
Maintenance:	No
Calibration:	No
Training:	No
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	No
Guaranteed Delivery:	No
Electronic Access Ordering Offered (Y/N):	No
Price list available on contractor website (enter Y/N; website):	No
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

The Following Distributor for Thermo Eberline, LLC is approved to accept orders and payments:

Thermo Eberline, LLC Distributor List Effective August 2015				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB Designation
Laurus Systems Inc. Vendor ID: 1000009468	Laura Lynch	(410)465-5558	3460 Ellicott Center Drive, Suite 101, Ellicott City, MD	WBE

Contractor Name:	Thermo Scientific Portable Analytical Instruments Inc. (Thermo Scientific PAI)
Contract Number:	PC66822
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	Category #7
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	Included
Volume Discount (if offered):	2+ Units = additional 2% discount from list (5% total)
<p>Contract Number: PC66822 Company Name: Thermo Scientific Portable Analytical Instruments Inc. (Thermo Scientific PAI) Company Address: 2 Radcliff Road, Tewksbury MA 01876 Toll Free Number: 800-875-1578, x2103658 Fax Number: 877-680-2568 Main Contact Name: Linda Fitch OR Dave Messingham Main Contact Phone: 978-513-3683 Main Contact Email: linda.fitch@thermofisher.com OR dave.messingham@thermofisher.com Emergency Contact Name: Irene Skutul Emergency Contact Phone: 978-513-3658 Emergency Contact Email: irene.skutul@thermofisher.com Federal ID: 010650031; Vendor ID: 1100010825 Website: www.thermoscientific.com</p>	<p>Orders should be directed to: Name: Irene Skutul Toll Free Number: 800-875-1578, x2103658 Cell Phone: 978-273-1154 Fax: 877-680-2568 E-mail: irene.skutul@thermofisher.com</p> <p>Website: www.thermoscientific.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	N
Maintenance:	N
Calibration:	N
Training:	N
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N
Guaranteed Delivery:	90 days ARO
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

Contractor Name:	United Uniform Distribution LLC (SB)
Contract Number:	PC66823
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1 & 3
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Yes
Shipping on less than minimum order:	N/A
Volume Discount (if offered):	N/A
<p>Contract Number: PC66823 Company Name: United Uniform Distribution LLC Company Address: 495 N. French Rd., Buffalo, NY 14228 Toll Free Number: 800-835-0700 Fax Number: 716-691-1406 Main Contact Name: Joshua E. Muskat Or Angella Galuski Main Contact Phone: 716-691-4400 Main Contact Email: josh@uniteduniform.com or angella.galuski@uniteduniform.com Emergency Contact Name: Joshua E. Muskat Emergency Contact Phone: 716-691-4400 Federal ID: 16-0875138; Vendor ID: 1100160087 Website: www.uniteduniform.com</p>	<p>Orders should be directed to: Name: Joshua E. Muskat Toll Free Number: 800-835-0070 Cell Phone: 716-691-4400 Fax: 716-691-1406 E-mail: josh@uniteduniform.com</p> <p>Website: www.uniteduniform.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	No
Maintenance:	No
Calibration:	No
Training:	No
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	0
Guaranteed Delivery:	30-45 DAYS ARO
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

No Distributors

Contractor Name:	VWR International LLC
Contract Number:	PC66824
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	1, 3, 4, 6, 7, 8, 9, 10, 14, 15, 16, 19,20
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	None
Volume Discount (if offered):	3.0 % volume discount on single orders over \$10,000 to a single location
<p>Contract Number: PC66824 Company Name: VWR International LLC Company Address: 100 Matsonford Rd., Radnor, PA 19087 Toll Free Number: 800-932-500 Fax Number: 484-881-6575 Main Contact Name: Lewis McMillan Main Contact Phone: 770-335-7925 Main Contact Email: lewis_mcmillan@vwr.com Emergency Contact Name: Adrian Scioli Emergency Contact Phone: 484-343-8132 (Mobile) Emergency Contact Email: adrian_scioli@vwr.com Federal ID: 91-1319190; Vendor ID: 1000009766 Website: www.vwr.com</p>	<p>Orders should be directed to: Name: VWR Customer Service Toll Free Number: 800-932-5000 Fax: 484-881-6575 E-mail: vwrcustomerservice@vwr.com Website: www.vwr.com</p> <p>For Government customers: Toll Free Number: 877-881-1196 Email: Government_CustomerService@vwr.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	NA
Maintenance:	NA
Calibration:	NA
Training:	Yes
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Yes
Discount percentage for use of NY State credit card:	No
Guaranteed Delivery:	2-4 Days ARO for items in stock at Vendor's warehouses
Electronic Access Ordering Offered (Y/N):	Yes
Price list available on contractor website (enter Y/N; website):	Pricing available at www.vwr.com via customer profile
Discount for payment within 15 days of delivery and/or receipt of invoice:	No

The following Distributors for VWR International, LLC are approved to accept orders and payments:

VRW International, LLC Distributor List (Effective June 1, 2015)				
Distributor Name	Contact Name	Contact Phone	Address City State Zip	M/WBE or SB
Corporate Diversity Solutions Vendor ID: 1100039921	Ken Scarpa	866-998-0550	615 Franklin Turnpike, Ridgewood, NJ 07450	WBE
FM Office Express Inc. (d/b/a FM Office Environments) Vendor ID: 1000008256	Fabricio Morales	718-225-7100	One Woodbury Blvd, Rochester, NY 14604	MBE

Contractor Name:	Zistos Corporation (SB)
Contract Number:	PC66825
Categories Offered: (Refer to DHS AEL-Enter Category Number(s))	2, 3, 4, 6, 7, 14, 20, 21
Minimum Order: Does contractor accept orders for less than the \$100 minimum order (Y/N).	Y
Shipping on less than minimum order:	Y
Volume Discount (if offered):	Y (\$100,000.00 = 1%)
<p>Contract Number: PC66825 Company Name: Zistos Corporation Company Address: 1736 Church Street, Holbrook, NY 11741 Toll Free Number: 844-471-8937 Fax Number: 631-434-9104 Main Contact Name: Rose Levine Main Contact Phone: 631-434-1370 Main Contact Email: rlevine@zistos.com Emergency Contact Name: Robert Levine Emergency Contact Phone: 631-766-361 Emergency Contact Email: blevine@zistos.com Federal ID: 90-0003662; Vendor ID: 1000032777 Website: www.zistos.com</p>	<p>Orders should be directed to: Name: Rose Levine Toll Free Number: 631-434-1370 Cell Phone: 631-434-1370 Fax: 631-434-9104 E-mail: rlevine@zistos.com Website: www.zistos.com</p>
Additional services offered by contractor to Authorized Users at no added cost:	None
<u>Vendor offers</u>	
Service:	N
Maintenance:	N
Calibration:	N
Training:	Y-See Pricelist
Accepts NY State Credit Card for purchases under \$15,000 (Y/N):	Y
Discount percentage for use of NY State credit card:	N
Guaranteed Delivery: 60 A/R/O	Y
Electronic Access Ordering Offered (Y/N):	N
Price list available on contractor website (enter Y/N; website):	N
Discount for payment within 15 days of delivery and/or receipt of invoice:	N

No Distributors

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SECTION 1. PURPOSE

The New York State Office of General Services Procurement Services has established statewide multiple award contracts to be used by New York State, New York State Authorized Users, other Participating States and their eligible entities that are named herein or have signed a Participating Addendum. Additional States not named within this Award may join at a later time by signing a Participating Addendum, and may have additional terms and conditions not outlined herein. The commodities Contracts awarded as a result of the IFB will be centralized Contracts for use by New York State Agencies and other Authorized Users (see Section 4.11 – Non-State Agencies Participation in Centralized Contracts).

The resultant contracts will be for a five (5) year period beginning on June 1, 2015 for Level One Awardees. Level Two Awardees may have been awarded on or after June 1, 2015. All awarded contracts will expire on May 31, 2020.

Participating States as of the date of the IFB issuance: New York State - Lead State- (As "Lead State" all NYS laws, regulations and requirements take precedence).

Other participating States: Alaska, Arkansas, California, Connecticut, Delaware, Commonwealth of Massachusetts, Commonwealth of Virginia, Maine, South Dakota, Vermont.

1.1 OVERVIEW AND SCOPE

The purpose of the Award and the resultant Contracts is to provide Authorized Users (including other participating states) with a means of acquiring various types of Hazardous Incident Response Equipment as per, but not limited to, the **Department of Homeland Security (DHS) Authorized Equipment List (AEL)**. Products submitted must be within the general scope of a specific AEL category.

Multiple Contracts have been awarded to responsive and responsible Bidders who met the terms and conditions of the IFB, and whose product offerings met the scope of the IFB.

The following Authorized Equipment, as per the categories and specifications listed in the Department of Homeland Security Authorized Equipment List (DHS AEL), and described in the federal grant requirements, was requested. See Section 6.0 Standards for reference:

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Operational and Search and Rescue Equipment
4. Information Technology (Equipment Only; Example: Simulators such as Portable Meteorological Devices)
5. ~~Cyber Security Enhancement Equipment (Category excluded from the IFB)~~
6. Interoperable Communications Equipment (Limited to Satellite Phones, Satellite Communication & Accessories)
7. Detection Equipment
8. Decontamination Equipment
9. Medical Equipment (Equipment Only; No pharmaceuticals)
10. Power Equipment
11. CBRNE Reference Materials
12. CBRNE Incident Response Vehicles (Limited to All-Terrain Vehicles, Water Storage, Water Trailers, Foam Trailers, Storage Trailers, Pumpers & Accessories)
13. ~~Terrorism Incident Prevention Equipment (Category excluded from the IFB)~~
14. Physical Security Enhancement Equipment (Limited to Blast Resistant Receptacles/Jersey barriers, etc.)
15. Inspection and Screening Systems
16. Animal and Plants (Equipment Only)
17. CBRNE Prevention and Response Watercraft (Limited to Fiberglass and Rigid-Hulled Inflatable Boats)
18. ~~CBRNE Aviation Equipment (Category excluded from the IFB)~~
19. CBRNE Logistical Support Equipment
20. Intervention Equipment
21. Other Authorized Equipment (Limited to MRE's, Water; Maintenance, Calibration, & Training for Equipment only)

In addition to products on the AEL which are eligible for federal funding, contractor price lists may include products not meeting federal funding requirements, provided such products are within the general scope of a specific AEL category.

1.2 ESTIMATED QUANTITIES

The Contracts resulting from the IFB are Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts. Any quantities or dollar values listed are estimates. Numerous factors could cause the actual volume of product purchased under the Contracts to vary substantially from estimates in the IFB. Such factors include, but are not limited to, the following:

- Such Contracts will be nonexclusive Contracts;
- There is no guarantee of volume to be purchased in any category group, and there is no guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User or other non-New York State entity user demand and actual quantities ordered during the Contract period;
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Services experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated pricing, actual quantities purchased could be substantially lower than the estimates. By submitting its bid, Bidder acknowledged the foregoing and agreed that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from any estimates provided in the IFB.

1.3 DETAILED SCOPE

The IFB consisted of eighteen (18) specified category types. Each category and its associated allowable items and specification is outlined in the **Department of Homeland Security (DHS) Authorized Equipment List (AEL)**. Contracts for Hazardous Incident Response Equipment include, but are not necessarily limited to, the item sub-categories listed as authorized equipment. Submissions for any equipment not specifically listed in the DHS Authorized Equipment List categories included in the IFB were evaluated on a case by case basis as to eligibility for inclusion on the NYS HIRE contract. OGS reserves the right to exclude any item(s) deemed to be out of scope of the IFB.

All items submitted must be within the scope of the IFB. Offerings found to be out of scope will be rejected at the sole discretion of OGS Procurement Services.

Bidders able to supply items in nine (9) of the eighteen (18) approved categories listed (see DHS AEL) have been awarded as **Level One Contractors**. Bidders were required to show \$300,000 in total sales to governmental entities during the past year (2014) for items related to the product categories for which they submitted a bid.

Bidders that did not qualify for Level One award but were able to show \$300,000 in sales to governmental entities for this kind of equipment are considered as **Level Two Contractors** and may be awarded in a second group of awards. This was meant to take into account those smaller distributors or manufacturers that specialize in certain commodity lines.

1.4 DEFINITIONS AND ACRONYMS

CBRNE: The acronym "CBRNE" shall be used as a designation for Chemical, Biological, Radiological, Nuclear, and Explosives.

DHS: The acronym "DHS" shall be used as a designation for the Department of Homeland Security.

DHS AEL: The acronym "DHS AEL" shall be used as a designation for the Department of Homeland Security Authorized Equipment List.

HIRE: The acronym for Hazardous Incident Response Equipment.

IFB: The acronym "IFB" shall be used as designation for Invitation for Bids.

NIOSH: The acronym "NIOSH" shall be used as a designation for the National Institute for Occupational Safety and Health.

OGS: The acronym "OGS" shall be used as a designation for the Office of General Services.

SHSP: The acronym "SHSP" shall be used as a designation for the State Homeland Security Program.

State: The word "STATE" shall be used as is described in Appendix B.

Volume Discount: Shall refer to the discount offered for purchases of items above quantity one, and as per the contractors specified amounts. If no Volume Discount is entered, it will be presumed that the Contractor is not offering a volume discount.

1.5 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, the solicitation included and imposed certain restrictions on communications between OGS and an Offerer/Bidder during the procurement process. Offerers/Bidders were restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that was included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, were identified on the first page of the solicitation. OGS employees were required to obtain certain information when contacted during the restricted period and to make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility could have resulted in rejection for contract award, and in the event of two findings within a four-year period, the Offerer/Bidder would have been debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

1.6 PRE-BID CONFERENCE

There was no pre-bid conference for the IFB.

1.7 PRICING DETAILS

See individual Contractor price lists for product offerings and pricing. Also, see Sections 4.16 – 4.18 herein.

1.7.1 Discount Options

Contractor offered discount(s) from their nationally published and regularly distributed catalog(s)/price lists in effect and identified at the time of the bid opening.

The Contractor may have bid in **one** of the following two ways:

1. Option I – uniform percentage discount per entire catalog/pricelist.

OR

2. Option II- uniform percentage discount per each manufacturer product line. The same manufacturer can have different discounts per product line, per sub-section; see below example.

Example:

DHS AEL Section 01-Personal Protective Equipment; Sub-Section-Respiratory Protection Equipment:

Manufacturer A	Manufacturer B
13% Discount	15% Discount

DHS AEL Section 07-Detection Equipment; Sub-Section-Biological Detection:

Manufacturer A	Manufacturer B
18% discount	20% Discount

Note: Pricing must be held for a period of one (1) year from date of submission.

1.7.2 Price Sheet Rounding Details

Contractor price lists may not limit the number of decimal places for a dollar amount that a Bidder enters. However, only two (2) decimal places will be displayed in the cells and used for net contract price posted on the OGS website for any resultant contract.

1.7.3 Additional Offerings

The Contract allows for the inclusion of services such as maintenance, calibration and training for products listed with each individual Contractor’s pricelist.

NYS OGS Procurement Services reserves the right to delete, before or after award, any of the products included in the Bidder’s/Contractor’s offerings under the IFB and any resulting contract. Contractor’s pricelist may list products covered by other State contracts as well as those available from preferred sources. It is the obligation of the Authorized User to order from the appropriate source.

1.8 VOLUME DISCOUNT

A Contractor may have provided a Volume Discount. See individual Contractor information sheets.

Volume discounts shall be defined and applied as follows:

Purchase Order Volume Discounts: Shall be additional discounts applied to individual purchase orders over a specified dollar amount.

Cumulative Agency Volume Discounts: Shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency.

Cumulative Statewide Volume Discounts: Shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this contract.

1.9 PERFORMANCE REQUIREMENTS

PRICE LISTS AND CATALOGS

The Contractor shall provide, within 30 days of request during the first 45 days of the contract period, sufficient catalogs/media to service all customers who wish to use these contracts. After the first 45 days of the awarded Contract, additional catalogs, or updated catalogs when applicable, shall be provided within 10 calendar days of request.

DISCREPANCIES

The Contractor shall resolve all order and invoice discrepancies within five business days from notification.

PRODUCT RETURNS, PROBLEM PRODUCT

Products returned because of quality problems, duplicated shipments, outdated product, etc., shall be picked up by the contractor within five business days after notification with no restocking charge and shall be replaced with specified products or the agency shall be credited/refunded for the full purchase price. Any additional shipping charges that may apply will be paid by the Contractor.

PRODUCT RETURNS, AGENCY ERROR

Standard stock products ordered in error by agencies must be returned for credit within 15 days of receipt. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned Product(s) are resalable.

SUBSTITUTIONS

Unauthorized substitutions are not acceptable. Substitution of one catalog product for another catalog product shall require the approval of the ordering agency.

SALE FLYERS

At the contractor's option sale catalogs and flyers based on the awarded catalog that offer further price reductions may be offered to Authorized Users. Also, at the contractor's option, catalogs/price lists developed for a specific customer's specialized requirements may be offered.

SECTION 2. PROCUREMENT/ADMINISTRATIVE BACKGROUND

2.1 NEW YORK STATE PROCUREMENT RIGHTS

New York State reserves the right to:

1. Reject any or all proposals received in response to the IFB;
2. Withdraw the IFB at any time, at the Agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
5. Seek clarifications and revisions of Bids;
6. Prior to the Bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
7. Prior to the Bid opening, direct Bidders to submit proposal modifications addressing subsequent IFB amendments;
8. Change any of the schedule dates with notification through the Bidder Notification System and/or the New York State Contract Reporter;
9. Eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective Bidders;
10. Waive any requirements that are not material;
11. Utilize any and all ideas submitted in the Bids received;
12. Adopt all or any part of a Bidder's proposal in selecting the optimum configuration;

EQUIPMENT (Statewide)

13. Negotiate with the Bidder within the IFB requirements to serve the best interests of the State;
14. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
15. Request current Bidder financial statements documenting past sales history that demonstrates ability to service a contract with dollar sales volume similar to the scope of this IFB; documents must be provided upon request;
16. Request additional documentation from the Bidder or request reports on financial stability from independent financial rating services;
17. Reject any Bidder who does not demonstrate financial stability sufficient for the scope of this IFB;
18. Reject an obviously unbalanced bid as determined by the State. An unbalanced bid is one based on Bid prices that are significantly understated for some items or products and/or significantly overstated for other items or products such that there is a reasonable doubt that the Bid will result in the lowest overall cost to the State;
19. Reject any Bid submission or portion(s) thereof determined to have been altered or modified from the original format by the Bidder. Such alterations or modifications include but are not limited to: any changes to document headers, footers and/or cells, unprotecting worksheets or workbooks, hiding or un-hiding cells, columns, rows, or worksheets, and locking or unlocking cells;
20. Reject an unbalanced bid, or a bid containing incomplete, unreasonable or unrealistic pricing, as determined by the State;
21. Offer a Bidder the opportunity to provide supplemental information or clarify its Proposal, including the opportunity to explain or justify the balance, realism and/or reasonableness of its pricing;
22. Upon discovery of non-material completeness or conformance issues with a Bidder's Proposal, contact the Bidder to attempt to cure the issue prior to completion of the evaluation of the Bidder's Proposal.

2.2 DISPUTE RESOLUTION POLICY**a. Informal Dispute Resolution Process**

1. It is the policy of OGS to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to OGS bid solicitations, contract awards or contract administration. If the Parties are not able to resolve their dispute between themselves as set forth below, OGS encourages vendors to seek resolution of disputes through consultation with OGS staff. Such consultation is voluntary. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

2. In the event there is a dispute or controversy under this Centralized Contract, the Contractor, OGS and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Contractor, OGS and Authorized User shall, without delay, continue to perform their respective obligations under this Centralized Contract which are not affected by the dispute. Primary responsibility for resolving any dispute arising under this Centralized Contract shall rest with the Authorized User's Contractor Coordinators and the Contractor's Account Executive and the State & Local Government Regional General Manager.

3. In the event the Authorized User is dissatisfied with the Contractor's Products provided under this Centralized Contract, the Authorized User shall notify the Contractor in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with the Authorized User, the Contractor shall so notify the Authorized User in writing. If either party notifies the other of such dispute or controversy, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

4. If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Contractor and Authorized User, of such notice, then the matter shall be submitted to the State's Contract Administrator and the Contractor's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this section shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

5. The Contractor shall extend the dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.

b. Formal Disputes**1. Definitions**

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- a. Filed means the complete receipt of any document by OGS before its close of business.
- b. Dispute means a written objection by an Interested Party to any of the following:
 - i. A solicitation or other request by OGS for offers for a contract for the procurement of commodities or services.
 - ii. The cancellation of the solicitation or other request by OGS.
 - iii. An award or proposed award of the Contract by OGS.
 - iv. A termination or cancellation of an award of the Contract by OGS.
 - v. Changes in the Scope of the Centralized Contract by the Commissioner.
 - vi. Determination of “materiality” in an instance of nonperformance or contractual breach.
 - vii. An equitable adjustment in the Centralized Contract terms and/or pricing made by the Commissioner during a Force Majeure event.
- c. Interested party for the purpose of filing a dispute relating to a solicitation, as used in this section, means an actual or prospective Bidder or Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- d. Interested party for the purpose of filing a dispute relating to a contract award, as used in this section, means an actual Bidder or Offeror for the subject contract.
- e. Interested party for the purpose of filing a dispute relating to the administration of the contract, as used in this section, means the awarded Contractor for the subject contract.
- f. Issuance of award means the Date of Issue identified on the Contract Award Notification transmitted by OGS.

2. Submission of Disputes

- a. A formal dispute by Contractor must be filed in writing to OGS by mail or email.

3. The Dispute Must Include

- a. Name, address, e-mail address, fax and telephone numbers of the filer.
- b. Solicitation or Contract number.
- c. Detailed statement of the legal and factual grounds for the dispute, including a description of resulting prejudice to the filer.
- d. Copies of relevant documents.
- e. Request for a ruling by the agency.
- f. Statement as to the form of relief requested.
- g. All information establishing that the filer is an interested party for the purpose of filing a dispute.
- h. All information establishing the timeliness of the dispute.

Disputes must be filed with the Director of OGS New York State Procurement Services at the following address:

New York State Office of General Services
Director, Procurement Services
38th Floor, Corning
Tower Empire State
Plaza Albany, NY 12242

Disputes concerning a solicitation shall be filed by an Interested Party (see b(1)(c)) with OGS no later than ten (10) business days before the date set in the solicitation for receipt of bids. If the date set in the solicitation for receipt of bids is less than ten (10) business days from the date of issue, formal disputes concerning the solicitation document shall be filed with OGS at least twenty-four (24) hours before the time designated for receipt of bids.

Disputes concerning a pending or awarded contract must be filed within ten (10) business days by an Interested Party (see b(1)(d)) after the disputing party knows or should have known of the facts which form the basis of the dispute; however, a dispute may not be filed later than 10 days after issuance of the award.

Disputes concerning the administration of the Contract after award must be filed within twenty (20) business days by an Interested Party (see b(1)(e)) after the Authorized User and the Interested Party (see b(1)(e)) fails to reach resolution through the Informal Dispute Resolution Process as set forth in paragraphs 2 through 5 of subdivision (a) of this section.

4. Agency Response

1. OGS will consider all information relevant to the dispute, and may, at its discretion, suspend, modify, or

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cancel the disputed procurement/Contract action prior to issuance of a formal dispute decision.

2. OGS reserves the right to require the Contractor to meet or participate in a conference call with OGS to discuss the dispute when, in its sole judgment, circumstances so warrant.
3. OGS reserves the right to waive or extend the time requirements for decisions and final determination on appeals herein prescribed when, in its sole judgment, circumstances so warrant.
4. OGS reserves the right to consider or reject the merits of any dispute.
5. Notice of Decision: A copy of the decision, stating the reason(s) upon which it is based and informing the filer of the right to appeal an unfavorable decision to the Chief Procurement Officer shall be sent to the filer or its agent by regular mail within thirty (30) business days of receipt of the dispute.

5. Appeals

- a. Should the filer be dissatisfied with the dispute determination, a written appeal may be directed to:

Chief Procurement Officer
New York State Office of General Services
Procurement Services
38th Floor, Corning
Tower Empire State
Plaza Albany, NY 12242

- b. Written notice of appeal of a determination must be received at the above address no more than ten (10) business days after the date the decision is received by the filer. The decision of the Director of Procurement Services shall be a final and conclusive agency determination unless appealed to the Chief Procurement Officer within such time period.

- c. The Chief Procurement Officer shall hear and make a final determination on all appeals or may designate a person or persons to act on his/her behalf. The final determination on the appeal shall be issued within twenty (20) business days of receipt of the appeal.

- d. An appeal of the decision of the Director of Procurement Services shall not include new facts and information unless requested in writing by the Chief Procurement Officer.

- e. The decision of the Chief Procurement Officer shall be a final and conclusive agency determination.

6. Legal Appeals-Nothing contained in these provisions is intended to limit or impair the rights of Contractor to seek and pursue remedies of law through the judicial process.

2.3 BIDDER DEBRIEFING

Unsuccessful Bidders shall be notified upon Notification of Award to the winning Contractor(s). A Bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be made both prior to and after Contracts are awarded. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that Bidder's proposal or bid. After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a Contract award. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. The post-award debriefing should be requested in writing within 30 days of posting of the Contract award on the OGS website.

SECTION 3. METHOD OF AWARD/EVALUATION PROCESS**3.1 METHOD OF AWARD**

Awards were made Statewide by the NYS Office of General Services (NYS OGS). Because of the varied nature of products in each catalog and/or pricelist, awards were made to more than one vendor. Awards were made only to Bidders whose schedule of prices indicates that equipment will be delivered at a reasonable price as determined by the NYS OGS. "Reasonable prices" may have been determined by reviewing discounts and net prices offered to GSA, Veteran's Administration, prices on any previously awarded NYS contract, pricing offered by other Bidders for this solicitation and contracts with other state or government entities, etc.

Bidders able to supply items in nine (9) of the eighteen (18) approved categories listed herein (see DHS AEL) have been awarded as **Level One Contractors**. Bidders must have shown \$300,000 in sales to governmental entities during the past year for items related to the product categories for which they were submitting a bid.

Bidders that did not qualify for Level One award but were able to show \$300,000 in sales to governmental entities for this kind of equipment are considered as **Level Two Contractors** and may be awarded in a second group of awards. This was meant to take into account those smaller distributors or manufacturers that specialize in certain commodity lines.

Level One bid submissions may have been reviewed and subsequent contracts awarded prior to review and award of Level Two vendors.

Level Two bid submissions may be reviewed and subsequent contracts awarded in a second group of awards.

Awards are made to established manufacturers or established distributors taking into consideration delivery offered, past performance, and all product information available. The basis for selection among multiple suppliers at the time of purchase shall be the most practical and economical alternative and shall be in the best interests of the State.

The State reserves the right to reject a bid or accept adjustments when prices are deemed to be excessive or unbalanced, or when it does not guarantee delivery of product in accordance with the "DELIVERY" clause. The State reserves the right to negotiate better pricing with all qualified Bidders having been considered for award.

Bidders may have offered contract pricing for New York State OGS contracts currently held by their suppliers as part of their product line submittal. Bidders that currently held New York State OGS contracts were required to offer the same as, or better than pricing listed in such contracts.

Bidders that held a contract other than a NYS OGS contract at time of bid submission, whereas they are offering the same product under the IFB, were required to offer the same as, or better than pricing listed in such contracts.

The commissioner reserves the right to evaluate and/or reject any and all bids, in whole or in part and to waive technicalities, irregularities and omissions if in his or her considered judgment, the best interests of the State would have been served. In the event satisfactory bids fully in accord with the bid documents were not received, the Commissioner reserves the right to consider late or non-conforming bids as stipulated in "Late Bid" clause of Appendix B.

The Office of General Services New York State Procurement Services reserves the right to hold Periodic Recruitment during the contract period if it is deemed to be within the best interest of the State. Vendors shall be required to submit the 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 similar 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. Notice of such Periodic Recruitment will be posted in the NYS Contract Reporter for a minimum of 15 business days prior to the submission due date.

3.2 ELECTRONIC BID OPENING RESULTS

OGS posts bid prices on the OGS website. The website makes available bid tabulations (i.e., photocopies of price pages or spreadsheets) received by OGS for scheduled bid openings. For this solicitation, only a listing of Bidder's was made available online after the bid opening; pricelists were not posted. Due to the large volume of submissions anticipated in response to this solicitation, there was no public observation of the Submission opening process.

The Bid Opening Results Page is available at: <http://www.ogs.ny.gov/purchase/bidresults/bidresults.asp>.

SECTION 4. TERMS AND CONDITIONS

4.1 APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, dated January 2014, was made a part of the Contract Document.

4.2 APPENDIX B

Appendix B, Office of General Services General Specifications, dated June 2014, was made a part of the Contract Document and shall govern any situations not covered by this Contract or Appendix A.

4.3 APPENDIX C

Equal Employment Opportunity Staffing Plan (EEO 100), was made a part of the Contract Document.

4.4 APPENDIX D

Pricelist Update Procedure, attached hereto, is hereby expressly made a part of the Contract Document.

CONFLICT OF TERMS AND CONDITIONS

The following shall be incorporated into the resulting Contract. Other documents may have been identified for inclusion during the course of the solicitation process. Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Contract document signed by the State and Contractor;
3. Appendix B, General Specifications;
4. Other Appendices and attachments as deemed necessary by OGS.

4.5 CONTRACTOR MWBE REQUIREMENTS

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

I. 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. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State Certified minority- and women-owned business enterprises (“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. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to clause VII of this section or enforcement proceedings as allowed by the Contract.

II. Equal Employment Opportunity (EEO)

- A. Contractor shall comply with the following provisions of Article 15-A:
 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.
 2. The Contractor certifies by entering into this Contract 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.
- B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor submitted a staffing plan 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 Employment Utilization Report (“Workforce Report”)

Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.
- D. Contractor shall comply with the provisions of the Human Rights Law, 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

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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.

III. Contract Goals

- A. OGS hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified 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 this Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the contract goals established in clause III-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 MW BE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office of Minority- and Women Owned Businesses and Community Relations. Additionally, 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 (see clause VI below).

IV. MWBE Utilization Plan

- A. Contractor certifies that it has submitted, in accordance with 5 NYCRR § 142.4, a completed MWBE Utilization Plan on Form MWBE 100 and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause III-A of this Section.
- B. Contractor further understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments.
- C. Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Request for Waiver

- A. If the Contractor, after making good faith efforts, as set forth in clause VI below, is unable to comply with MWBE goals, the Contractor may submit, in accordance with 5 NYCRR § 142.7, a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.
- C. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the OGS Office of Minority- and Women-Owned Businesses and Community Relations for guidance.

VI. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency or Authorized User following a purchase from an OGS Procurement Services contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "Introduction to the System for Vendors" and "Contract Compliance Reporting - Vendor Training" to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on "Account Lookup" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "Change Info." It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "Request New User." When identifying the person responsible, please add "- MWBE Contact" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "Contact Us & Support" then "Technical Support" on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause VIII below.

VIII. Breach of Contract and Liquidated Damages

- A. In accordance with Executive Law Section 316-a and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If, after Contractor has been afforded due process to respond to the allegation that it willfully or intentionally failed to comply with the MWBE participation goals, OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law, in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

For purposes of this procurement, OGS established a goal of 10% for Minority-owned Business Enterprises (MBE) participation and 10% for Women-owned Business Enterprises (WBE) participation (collectively referred to as MWBE) for the following five (5) Categories of the IFB (Categories 1, 3, 8, 9 & 21):

1. Personal Protective Equipment (PPE) = 20%
2. Explosive Device Mitigation and Remediation Equipment = 0%
3. CBRNE Operational and Search and Rescue Equipment = 20%
4. Information Technology (Equipment Only; Example: Simulators such as Portable Meteorological Devices) = 0%
5. ~~Cyber Security Enhancement Equipment~~ (Category excluded from this IFB)
6. Interoperable Communications Equipment (Limited to Satellite Phones, Satellite Communication & Accessories) = 0%
7. Detection Equipment = 0%
8. Decontamination Equipment = 20%
9. Medical Equipment (Equipment Only; No pharmaceuticals) = 20%
10. Power Equipment = 0%
11. CBRNE Reference Materials = 0%
12. CBRNE Incident Response Vehicles (Limited to All-Terrain Vehicles, Water Storage, Water Trailers, Foam Trailers, Storage Trailers, Pumpers & Accessories) = 0%
13. ~~Terrorism Incident Prevention Equipment~~ (Category excluded from this IFB)
14. Physical Security Enhancement Equipment (Limited to Blast Resistant Receptacles/Jersey barriers, etc.) = 0%
15. Inspection and Screening Systems = 0%
16. Animal and Plants (Equipment Only) = 0%
17. CBRNE Prevention and Response Watercraft (Limited to Fiberglass and Rigid-Hulled Inflatable Boats) = 0%
18. ~~CBRNE Aviation Equipment~~ (Category excluded from this IFB)
19. CBRNE Logistical Support Equipment = 0%
20. Intervention Equipment = 0%
21. Other Authorized Equipment (Limited to MRE's, Water; Maintenance, Calibration, & Training for Equipment only) = 20%

4.6 CONTRACT PERIOD AND RENEWALS

The State has entered into Contracts for the term stated on the cover page of this Contract Award Notification (CAN). The commencement and termination dates stated 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.

4.7 SHORT TERM EXTENSION

In the event a 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 three months upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, prices and delivery requirements. With the

concurrence of the Contractor, the extension may be for a period of up to six months in lieu of three months. However, this extension terminates should the replacement contract be issued in the interim.

4.8 EXTENSION OF USE

Any Contract resulting from the 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.

4.9 CENTRALIZED CONTRACT MODIFICATIONS

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor, shall be made in writing to the contract administrator, on the appropriate required form(s), and approval of such proposals are at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, §28. OGS reserves the right to stop accepting modification requests beginning six (6) months prior to the end of the term of the Contract.

4.10 PERFORMANCE AND BID BONDS

There are no bonds for this Contract. In accordance with Appendix B, §58 Performance/Bid Bond, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the term of a Contract.

4.11 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in the 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. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Customer Services at 518-474-6717.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE, FOR-PROFIT BUSINESS ENTITY

I. NEW YORK STATE VENDOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

4.12 NEW ACCOUNTS

Contractor may ask State agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State contracts, agency code, name, address, and contact person. Authorized Users shall not be required to provide credit references.

4.13 WEBSITES AND ONLINE ORDERING

The State recommends that the Contractor have a designated contract website for direct access by an Authorized User. This website will be listed under the Contractor information on the OGS website. The Contractor's website will be the responsibility of the Contractor to maintain and keep updated. Changes in product line or pricing must be approved by NYS Procurement in accordance with any terms included in the Contract prior to addition to the website.

New York State Statewide Financial System

The New York State Statewide Financial System (SFS) went live for NYS agencies in April 2012. Future SFS procurement functionality envisions the ability to fully host Contract catalogs, to integrate Contractor-hosted punch-out catalogs, and/or to submit and process invoices electronically. OGS reserves the right to integrate any or all of these future catalog functions with a Contractor during the Contract period, and by submittal of a bid a Bidder agrees to coordinate with SFS, OGS and/or a third-party host, for integration, if OGS exercises its right to do so. No costs or expenses associated with providing information and integration shall be charged to NYS. Technical Requirements for the data elements, such as data types, maximum field lengths, and cXML element names shall be provided by SFS, OGS and/or a third-party host during integration. For more information on SFS, its use, and its capabilities please visit the SFS website here: <http://www.sfs.ny.gov/>.

Accessibility of Web-Based Information and Applications

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by (state agency name, contractor or other) and the results of such testing must be satisfactory to (state agency name) before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

4.14 MINIMUM ORDER SIZE

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 may be added to the 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.

4.15 UNANTICIPATED EXCESSIVE PURCHASE

The State reserves the right to negotiate lower pricing, or to advertise for bids any unanticipated purchase exceeding \$50,000.

The State reserves the right to delete products from a contract offering at any time it is considered to be in the best interests of the State.

4.16 DELIVERY

After receipt of a purchase order from an Authorized User, delivery shall be expressed by Contractor in number of calendar days required to make delivery. Product is required as soon as possible. Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. 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 Authorized User and, if applicable, from OGS, NYS Procurement. Upon mutual agreement, delivery locations may be expanded per Section 4.8 – Extension of Use.

4.17 PRICE

Prices quoted shall be net F.O.B. destination any point within the participating states, potentially nationwide, as designated by the ordering agency, including tailgate delivery, unless otherwise noted in the contract award. Price includes all applicable customs, duties, taxes, license fees and surcharges, as stated in Appendix B under section 11 and as designated by the ordering Authorized User. For those items shipped outside the 48 contiguous United States, on which there are extraordinary freight charges that cannot reasonably be covered by the contract price, vendors may negotiate with those non-contiguous States regarding delivery terms and charges.

Shipping is to be FOB Destination 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, etc. for shipments outside the 48 contiguous states.

It will be the responsibility of the vendors and the Member State that is outside the contiguous 48 States, to negotiate fair shipping terms and charges. Shipping must be FOB destination to a shipping point within the contiguous 48 States. The location must be agreed to by the vendor and the negotiating State. From that point, shipping terms, charges and conditions should be negotiated with the end-user. The State must be notified in advance of the possible shipping charges and agree to the final contract price and arrangements.

NOTE: The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

4.18 PRICE REVISIONS

Pricing must be held for a period of one (1) year from date of submission. Price list updates may be submitted on a yearly basis thereafter to include price increases and decreases, product additions and deletions and/or product number or description changes. Pricelist updates will not be allowed more than once every 12 months unless it is deemed to be within the best interest of the state. Update requests to be submitted pursuant to the Centralized Contract Modification Procedures and approvals are at the sole discretion of NYS OGS Procurement Services.

New products will be considered for inclusion provided they are within the contract scope, are within the same product category, and offered to the State at the same terms and conditions as in the original bid and at pricing or discounts deemed to be reasonable and in the best interests of New York State. Approval for items that fall within a category not originally awarded to a Contractor shall be at the sole discretion of the State.

Approved pricelists must be reviewed by the awarded Contractor at least every 12 months and either a request for a pricelist update made, or notice to NYS OGS Procurement Services given by the awarded Contractor that the pricelist is current and no revisions are necessary. It is NYS OGS Procurement Services intention that all pricelists under this contract be maintained and updated regularly to keep product offerings, pricing, item numbers and product descriptions current. Awarded Contractors are required to honor their posted contract pricing. It is the awarded Contractors responsibility to ensure their pricelist is reviewed and notice is provided to NYS OGS Procurement Services regarding their intent to provide updates. Revised pricing is effective upon the date in which OGS approves the request to update pricing. Revised pricelists shall be posted by NYS OGS Procurement Services on the contract website within five (5) business days, or as soon as possible thereafter.

Contact the Contract Administrator for the most current pricelist update procedures and forms required.

Contract prices may be subject to increase or decrease during the contract period in accordance with changes made by the manufacturer or 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 should not be decreased during the contract period. Discount reduction will not be generally allowed

unless specific documentation from the manufacturer is provided showing that a distributor cannot support the discount on that equipment without undue hardship. Reduction in discount from that originally accepted may result in deletion of item from award. Decision will be made on a case-by-case basis. Price decreases or discount increases are permitted and encouraged at any time. Note that once a discount is increased, that discount cannot be decreased at a later date.

4.19 OVERLAPPING CONTRACT ITEMS

Products/services available in the resulting contract may also be available from other New York State contracts. Authorized Users will be advised **to make purchases from contracts offering the best discounted price on products that meet the agency program requirements** and to maintain a procurement record documenting the basis for this selection.

4.20 CONTRACT DUPLICATION

Contractors holding contracts for items offered under this solicitation must offer the same or better pricing on those items if they are offered for inclusion in any award resulting from this solicitation. If awarded, the items may be purchased under the already existing contract number or under this award.

4.21 "OGS or LESS" GUIDELINES APPLY TO THIS CONTRACT

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

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

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase.

4.22 METHOD OF PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B section 49, Contract Invoicing.

4.23 NEW YORK STATE PROCUREMENT CARD

See "Procurement Card" in Appendix B, OGS General Specifications. Contractors may accept the NYS Purchasing Card for orders not to exceed \$15,000. See each individual Contractor's information sheet.

4.24 BILLING/ORDERING SYSTEMS

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

4.25 SAMPLES

At any time after award of a Contract, a Contractor may be required to submit samples. See "Samples" in Appendix B, OGS General Specifications.

4.26 DISCREPANCIES

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

4.27 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 a 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.

4.28 ADMINISTRATIVE AND REPORTING REQUIREMENTS

Contractor shall furnish a report of purchases made from the awarded contract on the fifteenth day of the month following the end of each six month period. For example, sales for January 1 thru June 30 would due by July 15th (a contract start date of June 1st would require sales reports for June 1st thru December 31st to be submitted no later than January 15th).

The report must be in the provided Excel format only; see Attachment 06-Report of Contract Sales Template.

Reports of New York State sales and total contract sales including other state purchases are to be submitted to OGS NYS Procurement Services, to the attention of the Contract Administrator, as shown on the front page of the Contract Award Notification document. Attachment 06-Report of Contract Sales Template must be used, and the report must be completed in its entirety. Procurement Services reserves the right to request additional information if needed.

Participating State reports should be submitted to the participating state as required by the State.

Additional related sales and/or detailed Authorized User purchase information may be required by OGS and must be supplied within 30 days upon request.

COMPANY AND CONTACT INFORMATION

Changes regarding the Contractor's company and/or contact information should be submitted no later than five (5) business days of the change to the contract administrator. Due to the nature of this contract, it is imperative that all contact information be accurate.

PERFORMANCE SURVEYS

Contractor shall be required, upon request, to provide performance surveys to Authorized Users. Contract performance measures may include, but not be limited to, the following: delivery time, fill rate, response time to inquiries, resolution of problems, employee courtesy, staff knowledge and overall performance.

4.29 ADMINISTRATIVE FEE

Once awarded a contract, Contractors are required to submit a completed copy of Attachment 06 - Report of Contract Sales along with the proper fee to the New York State Office of General Services Procurement Services on a semi-annual basis.

- The Administrative Fee must be submitted and paid to NYS OGS Procurement Services within 15 days after the end of each six-month period for all sales.
- Checks for 0.5% of sales for each preceding 6 months shall be sent, along with a completed copy of Attachment 06 - Report of Contract Purchases, to NYS OGS Procurement Services.
- Check stub should contain the Contractor Contract Number (PCXXXXX), and the Contract Dates the payment is issued for.
- The sales reports shall be sent to the Contract Management Specialist noted on the cover page of the Contract Award Notice
- The administrative fee payments shall be sent to:

OGS Financial Administration
Empire State Plaza
PO Box 2166
Albany, NY 12220

Check should be made out to:
Office of General Services

4.30 PREFERRED SOURCE PRODUCTS

NYS State Finance Law §162 requires that governmental entities afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), New York State Preferred Source Program for People who are Blind, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the Authorized User. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law §162(3) or (4)(b), respectively, before engaging the Contractor.

4.31 USE OF RECYCLED OR REMANUFACTURED MATERIALS

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured 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 or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or

products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

4.32 MERCURY-ADDED CONSUMER PRODUCTS

Contractors are advised that in accordance with Article 27, Title 21 of the Environmental Conservation Law, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Contractors are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Contractors may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

4.33 ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER 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) (EO4), 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 <http://www.ogs.ny.gov/EO/4/Default.asp>. State entities 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.

4.34 BULK DELIVERY AND ALTERNATE PACKAGING

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

4.35 SURPLUS/TAKE-BACK/RECYCLING

I. A New York State agency is reminded of its obligation to comply with the NY State Finance Law §§ 167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

II. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.

III. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>.

IV. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

4.36 NEW YORK STATE FOOD PRODUCTS

Contractors may be required to designate New York State Food Products in their Price Guide(s). State Agencies are expected, and New York state public authorities are strongly encouraged, to purchase New York State Food Products, unless the item does not meet their institutional or programmatic needs.

SECTION 5. STANDARDS

The following standards adopted by the US Department of Homeland Security's Science and Technology Directorate apply to Personal Protective Equipment and Radiation and Nuclear Detection Equipment. NYS DHSES grant guidance requires that any equipment purchased with Federal Homeland Security grant funds must meet any applicable standard listed on the DHS/FEMA AEL.

Items purchased by end users that have been represented as meeting Federal ODP guidelines for CBRNE, NFPA, NIOSH, or ANSI standards that do not meet those standards may be returned at Contractor's expense for replacement or refund. For radiation detection equipment that has been tested by the manufacturer but has not completed third party testing for ANSI N 42.33, 42.34, 42.35- Evaluation and performance of Radiation Detection Portal Monitors for Use in homeland Security, and at a later date does not pass the third party tests vendors/manufacturers must refund, retrofit or replace equipment that has failed to meet requirements of the ODP standards at no additional cost to the end user.

The following are provided for your information.

Standards for Personal Protective Gear for First Responders

ISEA: <https://www.safetysafetyequipment.org/c/hiviz-faq.cfm>

The standard details the performance specifications for materials used in the construction of high-visibility garments. Specific test procedures are included for background materials, and retro reflective and combined-performance materials. The standard also provides criteria for apparel design and addresses labeling and use instruction requirements.

NIOSH: Chemical, Biological, Radiological and Nuclear (CBRN) Standard for Open-Circuit Self-Contained Breathing Apparatus

This standard establishes performance and design requirements to certify Self-Contained Breathing Apparatus (SCBA) for use in chemical, biological, radiological, and nuclear (CBRN) exposures for use by emergency responders

NIOSH: Standard for Chemical, Biological, Radiological, and Nuclear (CBRN) Full Facepiece Air Purifying Respirator (APR)

The purpose of this standard is to specify minimum requirements to determine the effectiveness of full facepiece air purifying respirators (APR), commonly referred to as gas masks, used during entry into chemical, biological, radiological, and nuclear (CBRN) atmospheres not immediately dangerous to life or health (IDLH)

NIOSH: Standard for Chemical, Biological, Radiological, and Nuclear (CBRN) Air-Purifying Escape Respirator and CBRN Self-Contained Escape Respirator

The purpose of this standard is to specify minimum requirements to determine the effectiveness of escape respirators that address CBRN materials identified as inhalation hazards from possible terrorist events for use by the general working population.

NFPA 1951: <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1951>

Criteria apply to the design, manufacturing, testing, and certification of three different types of technical rescue operations protective ensembles and ensemble elements: utility, rescue and recovery; and chemical, biological, radiological, and nuclear (CBRN). Specific provisions provided for ensemble elements include garments, helmets, gloves, footwear, interface, eye and face protection devices for utility and rescue and recovery ensembles, and respiratory protection for CBRN ensembles.

NFPA 1981: <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1981>

Requirements cover certification, labeling, design requirements, performance requirements, and test methods and apply to all open-circuit SCBA and combination SCBA/SARs used during firefighting, rescue, hazardous materials, terrorist incidents, and similar operations where responders may encounter confined spaces, atmospheres that are unknown, atmospheres that are or could become Immediate Dangerous to Life and Health (IDLH), or atmospheres that are or could become oxygen deficient.

NFPA 1991: <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1991>

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Provisions cover design, performance, labeling, testing, documentation, and certification requirements for new vapor-protective ensembles and ensemble elements. Additional optional criteria for escape protection only from chemical flash fires encountered during hazardous materials incidents are also provided.

NFPA 1994: <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1994>
Provisions cover the design, performance, testing, documentation, and certification of new CBRN protective ensembles. Three levels of CBRN protective ensembles are specified – Class 2, Class 3, and Class 4 – to meet different risk analysis scenarios.

NFPA 1999: <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1999>
Provisions apply to the design, performance, testing, documentation, and certification of new emergency medical protective ensembles and ensemble elements, including garments, gloves, helmets, facemasks, and footwear, and also to ensembles for additional CBRN protection from specified biological and radiological terrorism agents in liquid-splash and particulate environments.

NFPA 2001: <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=2001>
This standard contains requirements for total flooding and local application clean agent fire extinguishing systems. It is intended for use by those who purchase, design, install, test, inspect, approve, operate, and maintain engineered or pre-engineered gaseous agent fire suppression systems so they will function as intended when needed.

NFPA 2010: <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=2010>
This standard contains minimum requirements for fixed aerosol fire extinguishing systems. It is intended for use by those who purchase, design, install, test, inspect, approve, list, operate, and maintain fixed aerosol fire-extinguishing systems so that such equipment will function as intended throughout its life.

National Institute of Justice - NIJ 0116.00

This standard specifies the minimum requirements for form and fit, performance, testing, documentation and labeling of CBRN protective ensembles intended to protect law enforcement personnel from CBRN hazards. CBRN hazards include chemical warfare agents (CWAs), toxic industrial chemicals (TICs), biological agents and radiological and nuclear particulate hazards that may inflict bodily harm, incapacitation or death.

NFPA 2112

Criteria cover design, construction, evaluation and certification of flame-resistant garments for use by industrial personnel, with the intent of not contributing to the burn injury of the wearer, providing a degree of protection to the wearer, and reducing the severity of burn injuries resulting from short-duration thermal exposures resulting from accidental exposure to flash fires.

NFPA 1975

Provisions apply to design, performance, testing and certification of non-primary protective work apparel and the individual garments comprising work apparel. In addition, this document specifies criteria for thermally stable textiles that will not rapidly deteriorate, melt, shrink, or adhere to the wearer's skin, and also provides optional requirements and tests to verify flame resistance, odor resistance, water resistance, and insect repellency.

NFPA 1982

Provisions cover design, performance, testing, and certification of PASS that monitor an emergency responder's motion and automatically emit an audible signal to summon aid in the event the user becomes incapacitated or needs assistance. In addition to addressing corrosion, heat, flame, impact, and vibration resistance specific topics include criteria for mode selection and motion sensing, radio system tests, and signal frequency tests.

NFPA 1952

Criteria cover the design, performance, testing, and certification requirements for protective clothing and equipment items designed to provide limited protection from physical, environmental, thermal, and certain chemical and biological hazards for emergency services personnel during operations in surface water, swift water, tidal water, surf, and ice. Specific provisions apply to full body suits, helmets, gloves, footwear, and personal flotation devices.

NFPA 1992

Provisions specify design, performance, certification, and documentation requirements; test methods for new liquid splash-protective ensembles and liquid splash-protective clothing. Additional optional criteria for escape protection only from chemical flash fires encountered during hazardous materials incidents are also provided.

NFPA 1971

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Requirements apply to the design, performance, testing, and certification requirements for structural firefighting protective ensembles and ensemble elements. The Standard also includes provisions for ensembles that will provide limited protection from specified chemicals, biological agents, and radiological particulates (CBRN) terrorism agents.

NFPA 2112

Criteria cover design, construction, evaluation and certification of flame-resistant garments for use by industrial personnel, with the intent of not contributing to the burn injury of the wearer, providing a degree of protection to the wearer, and reducing the severity of burn injuries resulting from short-duration thermal exposures resulting from accidental exposure to flash fires.

NFPA 1983

Criteria cover the design, performance, testing, and certification of new life safety rope, escape rope, water rescue throw lines, life safety harnesses, belts, manufacturer-supplied eye terminations, moderate elongation laid life safety rope, belay devices, and auxiliary equipment for emergency services personnel.

ANSI/ISEA Z89.1

Standards related to protective helmets

ANSI/ISEA 105

American National Standard for Hand Protection Selection Criteria

ANSI/ISEA 107

This standard provides a uniform, authoritative guide for the design, performance specifications, and use of high-visibility and reflective apparel including vests, jackets, bib/jumpsuit coveralls, trousers and harnesses. Garments that meet this standard can be worn 24 hours a day to provide users with a high level of conspicuity through the use of combined fluorescent and retro reflective materials.

ANSI/ISEA 207

The standard includes basic requirements such as vest dimensions, color and materials performance, but also incorporates criteria for special features for users in fire, emergency medical and law enforcement services. The vest design criteria reflect the specific needs of public safety workers such as the need to access belt mounted equipment (gun, CPR barrier) and the ability for vests to tear away from the body.

NFPA Official Site: <http://www.nfpa.org/>

To find a specific code or standard: <http://www.nfpa.org/codes-and-standards/document-information-pages>

Standards for Radiation and Nuclear Detection Equipment

Copies of the complete standards are available from IEEE (search by Standard Number): <http://www.ieee.org/index.html>

ANSI N42.32: Performance Criteria for Alarming Personal Radiation Detectors for Homeland Security

This standard describes design and performance criteria along with testing methods for evaluating the performance of instruments for homeland security that are pocket sized and carried on the body for the purpose of detecting the presence and magnitude of radiation. This standard specifies the performance criteria for radiation detection and measurement instruments that may be used in a variety of environmental conditions. The performance criteria contained in this standard are meant to provide a means for verifying the capability of these instruments to reliably detect significant changes above background levels of radiation and alert the user to these changes.

ANSI N42.33: Radiation Detection Instrumentation for Homeland Security

This standard establishes design and performance criteria, test and calibration requirements, and operating instruction requirements for portable radiation detection instruments. These instruments are used for detection and measurement of photon emitting radioactive substances for the purposes of detection and interdiction and hazard assessment. The informative annexes of this standard provide reference information.

ANSI N42.34: Performance Criteria for Hand-Held Instruments for the Detection and Identification of Radionuclides

This standard addresses instruments that can be used for homeland security applications to detect and identify radio nuclides, for gamma dose rate measurement, and for indication of neutron radiation. This standard specifies general requirements and test procedures, radiation response requirements, and electrical, mechanical, and environmental requirements. Successful completion of the tests described in this standard should not be construed as an ability to successfully identify all isotopes in all environments.

ANSI N42.35: Evaluation and Performance of Radiation Detection Portal Monitors for Use in Homeland Security
This standard provides the testing and evaluation criteria for Radiation Detection Portal Monitors to detect radioactive materials that could be used for nuclear weapons or radiological dispersal devices (RDDs). Portal monitors may be used in permanent installations, in temporary installations for short-duration detection needs, or as a transportable system. These systems are used to provide monitoring of people, packages and vehicles to detect illicit radioactive material transportation, or for emergency response to an event that releases radioactive material.

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APPENDIX D

PRICELIST UPDATE PROCEDURE Hazardous Incident Response Equipment (HIRE) 22872

The following guidelines are subject to change at the discretion of NYS OGS:

PRICELIST UPDATES: In order to expedite processing of a pricelist update, please follow these instructions:

- Request a copy of the HIRE Pricelist Update Template via email from the OGS Contract Management Specialist administering the contract at: psghire@ogs.ny.gov.
 - Complete the appropriate tabs for current pricelist, product additions, deletions, pricing increases, and decreases, and new complete updated pricelist.
 - Complete the Pricelist Update Form (below).
 - Provide a cover letter outlining the revisions you are requesting to make to your HIRE pricelist, and why the revisions are necessary.
 - Provide all necessary supporting pricing justification for the revisions you are requesting.
 - Review and verify your information for completeness and accuracy.
 - Send your completed Pricelist Update Template, Pricelist Update Form, Cover Letter and supporting documentation electronically to: psghire@ogs.ny.gov.
- (1) **TYPES OF HIRE Pricelist Updates:**
“Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. Updates may include: Pricelist revisions, such as adding new products or services within the established, previously approved pricing structure and contract scope; lowering pricing of products or services already on Contract, deleting products or services already on Contract; product number and/or description revisions. Updates must be submitted to OGS for review, and must be accompanied by a justification of reasonableness of price, a cover letter outlining the revisions requested, and a completed HIRE Pricelist Update Form and Template. OGS will notify Contractor in writing if approved.
- (2) **CONTRACTOR’S SUBMISSION OF CONTRACT MODIFICATIONS:** In connection with any Contract modification, OGS reserves the right to:
- Request additional information
 - Reject Contract modifications/Pricelist Update Requests
 - Remove Products from Contract modification requests
 - Request additional discounts for new or existing Products
- (3) **PRICE LEVEL JUSTIFICATION – FORMAT:** *Contractor is required to submit the product and price level information for the update in the provided Excel HIRE Pricelist Update Template only, electronically via e-mail, to the OGS Contract Administrator. The pricelist must be dated. The product and price level information shall include and identify the following:*
- Current Pricelist
 - Price Increases
 - Price Decreases
 - New Items
 - Deleted Items
 - New Complete Pricelist
 -
- (4) **SUPPORTING DOCUMENTATION:** Each modification request must include the current contract pricing discount relevant to the products included in the update. Reductions in pricing discounts will

generally not be allowed. Each update request must include the current U.S. commercial price list relevant to the products included in the update. If the NYS contract prices are based on a GSA Schedule, the current GSA Schedule must also be included with the update request. Requested price increases not based on an approved GSA schedule must be accompanied by another form of pricing justification, such as other state contract pricing for the same items. All pricing will be reviewed for reasonableness. The State reserves the right to request the lowest pricing offered to any other entity for the same items.

- (5) **SUBMITTAL OF MODIFICATION REQUESTS:** A Contract modification request must be accompanied by a completed Contract Modification/Pricelist Update Form. Contractor should briefly describe the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA schedule, to revise the pricelist by adding/deleting product and/or increase/decrease pricing and why, and/or for product description and/or Item Number revisions. The Contract Modification Form must contain original signatures by an individual authorized to sign on behalf of Contractor and must be notarized.

HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) PRICELIST UPDATE FORM	
DATE OF THIS SUBMISSION:	DATE DOCUMENTATION EMAILED:
CONTRACTOR NAME: OGS GROUP #: 38232 OGS AWARD #: 22872 OGS CONTRACT #: PCXXXXX	CONTRACTOR CONTACT: Name: Phone #: Email:
NOTE: Submission of this FORM does not constitute acceptance by the State of New York until approved by the appropriate New York State representative(s).	

INSTRUCTIONS:

1. This form is to be used for all HIRE Pricelist Updates. The form is to be completed in full, signed, notarized and submitted to OGS for final approval. Any submission that is not complete will be rejected.
2. Contractor is required to submit the product and price level information for the update electronically via e-mail in the provided Excel Workbook (HIRE Pricelist Update Template) to the OGS Contract Administrator for this Contract, along with a cover letter outlining the requested updates.
3. Price level increase requests must be submitted in accordance with the Centralized Contract.
4. The Pricelist Update request must be accompanied by the relevant current contract pricing discount information.

COMPLETE STATEMENTS 1 THROUGH 5 BELOW:

1. This request is for: <input type="checkbox"/> Pricing Update <input type="checkbox"/> Other (i.e. Revised Item #'s/Descriptions, etc.)	2. The intent of this submittal is to request: <input type="checkbox"/> Addition of new products or services <input type="checkbox"/> Deletion of products or services <input type="checkbox"/> Pricing Increases <input type="checkbox"/> Pricing Decreases <input type="checkbox"/> Other Update (i.e. Revised Item #'s/Descriptions, etc.)
3. All discounts are: <input type="checkbox"/> GSA <input type="checkbox"/> Most Favored Nation (lowest pricing offered to any similarly situated entity) <input type="checkbox"/> Other (i.e. discount % off list only, etc.)	4. Attached documentation includes: <input type="checkbox"/> Current approved GSA or Other Supporting Pricing (labeled "For information only") <input type="checkbox"/> Current relevant Internal Price List (labeled "For information only") <input type="checkbox"/> Revised NYS HIRE Price List Update Template
5. Describe the nature and purpose of the pricelist update. <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>	

The following **ACKNOWLEDGEMENT** statement must be signed by an individual authorized to sign on behalf of Contractor for the modification being requested in this HIRE Pricelist Update document. The authorizing authority’s signature must be notarized.

Signature of Authorized Vendor Representative

State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return via email to bradford.deforge@ogs.ny.gov or mail to:

New York State OGS
Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
Attn: Bradford Deforge
* * * * *

END of DOCUMENT