



Contract Award Notification

Title	:	Group 12600 - DIAGNOSTIC IMAGING EQUIPMENT (Statewide) Classification Code(s): 41 & 42
Award Number:		<u>21862</u>
Contract Period	:	September 21, 2011 - September 20, 2017
Bid Opening Date	:	May 11, 2010
Date of Issue	:	September 21, 2011 (Revised September 27, 2016)
Specification Reference	:	As Incorporated In The Invitation for Bids and Purchasing Memorandum dated April 15, 2010
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Heather Moore Title : Contract Management Specialist 1 Phone : 518-473-5019 E-mail :: heather.moore@ogs.ny.gov	Phone : Customer Services 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

Diagnostic imaging equipment and associated products for primary use in New York State Hospitals and medical facilities throughout the state.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR #</u>
PC65323 SB	ALPHA MEDICAL EQUIPMENT OF NY, INC. 10-12 Pine Court New Rochelle, NY 10801 Website: www.alphamedicalequipment.com	Luella Miller-Allgaier Toll Free Phone: 800-853-7487 Phone: 315-657-5230 Fax No: 914-965-1688 E-Mail: Luella@alphamedicalequipment.com	113073896 1000005851

Address of Plant: 10-12 Pine Court, New Rochelle, NY 10801

Person to Contact for expediting New York State Contract Orders:

Grace Flowers, Office Manager (Sales/Billing)
Toll Free Phone: 800-853-7487
Phone: 914-965-1616 Ext 303
Fax No: 914-965-1688
E-Mail: grace@alphamedicalequipment.com

Normal Business Hours: M-F 8:30 am-5:00 pm

In the event of an **emergency** occurring after business hours, weekends or holidays:

On-Call Service: 800-853-7487
Cell Phone: 315-657-5230
Fax No.: 914-965-1688 (will automatically page)
E-Mail Address: sales@alphamedicalequipment.com

Contractor **will not** accept the New York State Procurement Card.

PC65324	CARESTREAM HEALTH INC. 150 Verona Street Rochester, NY 14608 Website: www.carestreamhealth.com	Lisa Frank Toll Free Phone: 800-810-0327 Phone: 770-977-3660 Fax No: 888-557-5846 E-Mail: cshcontractmgt@carestream.com	208190334 1100006573
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Address of Plant: 150 Verona Street, Rochester, NY 14608

Person to Contact for expediting New York State Contract Orders:

Marv Siegel, Vice President, Northeast
Phone: 732-845-4795
Toll Free Fax No.: 888-557-5846
E-Mail: marv.siegel@carestream.com

Normal Business Hours: M-F 8:00 am- 5:00 pm

In the event of an **emergency** occurring after business hours or on weekends-holidays:

Joseph P Nolan
Cell Phone: 516-356-9368
Fax No: 800-445-9967
E-Mail: joseph.nolan@carestream.com

Maintenance/Service: Center of Excellence Technical Support, Toll Free Phone: 800-328-2910

Guaranteed Delivery: 30 Days ARO

Contractor **will** accept the New York State Procurement Card.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR #</u>
PC65325	FUJIFILM MEDICAL SYSTEMS USA, INC. 419 West Ave Stamford, CT 06902-6348 Website: www.fujimed.com	Jennifer Mosch Toll Free Phone: 800-431-1850 Phone: 607-423-8515 Fax No: 203-327-6485 E-Mail: info@fujimed.com	132531985 1000051498

Address of Plant: 419 West Avenue, Stamford, CT 06902-6348

Person to Contact for expediting New York State contract orders:

Jennifer Mosch, Account Executive
 Phone: 607-423-8515
 Toll Free Phone: 800-431-1850
 Fax No: 203-363-3808
 E-Mail: jmosch@fujifilm.com

Normal Business Hours: M-F 8:30am-5:00pm except Fuji holidays

In the event of an **emergency** occurring after business hours or on weekends-holidays:

Ronald Sarkozi
 Toll Free Phone: 800-431-1850
 Cell Phone: 810-877-1071
 Fax No: 203-251-785
 E-Mail: rsarkozi@fujifilm.com

Maintenance/Service:

Craig Vontobel, Zone Service Director - Northeast Zone
 Phone: 860-630-0240
 Toll Free Phone: 800-431-1850
 Available 8:00-5:00pm Eastern Time Zone (also on call)
 E-Mail: cvontobel@fujifilm.com

Contractor **will** accept the New York State Procurement Card.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR #</u>
PC65326	FUTUREMED AMERICA INC. 15700 Devonshire Street Granada Hills, CA 91344 Website: www.futuremedamerica.com	Susan Lukenbill Toll Free Phone: 800-222-6780 Phone: 818-830-2500 Ext 108 Fax No: 818-891-4755 E-Mail: info@futuremedamerica.com	954522506 1100006562

Disc: 2% - 20 Days

Address of Plant: 15700 Devonshire Street, Granada Hills, CA 91344

Person to Contact for expediting New York State Contract Orders:

Susan Lukenbill, President
Phone: 818-830-2500
Toll Free Phone: 800 222-6780
Fax No: 818-891-4755
E-Mail Address: info@futuremedamerica.com

Normal Business Hours: M-F 9:00 am-5:00 pm (Pacific Time)

In the event of an **emergency** occurring after business hours or on weekend-holidays:

Susan Lukenbill, President
Phone: 818-830-2500
Fax No: 818-891-4755
E-Mail Address: info@futuremedamerica.com

Contractor **will not** accept the New York State Procurement Card.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR</u>
PC65327	HITACHI MEDICAL SYSTEMS AMERICA, INC. 1959 Summit Commerce Park Twinsburg OH 44087 Website: www.hitachi.com	April Sockol Toll Free Phone: 800-800-3106 Phone: 330-425-1313 Ext 3191 Fax No: 330-425-1410 E-Mail: sockola@hitachimed.com	341619915 1100006572

Address of Plant: 1959 Summit Commerce Park, Twinsburg, OH 44087

Person to Contact for expediting New York State Contract Orders:

April Sockol, Sales Contracts / Bid Coordinator
Phone: 330-425-1313 Ext 3191
Toll Free Phone: 800-800-3106
Fax No: 330-425-1410
E-Mail: sockola@hitachimed.com

Normal Business Hours: M-F 8am - 5pm
In the event of an **emergency** occurring after business hours or on weekends-holidays:
Richard Pacenta-Manager, Hospital Relations
Phone: 330-425-1313 Ext 2971
Toll Free Phone: 800-800-3106
Fax No: 330-425-1410
E-Mail: pacenter@hitachimed.com

Guaranteed Delivery: 60 days ARO
Contractor **will** accept the New York State Procurement Card.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR</u>
PC65328	PHILIPS HEALTHCARE A DIVISION OF PHILIPS ELECTRONICS NORTH AMERICA 3000 Minuteman Road Andover, MA 01810 Website: www.philips.com	Fred Natale Toll Free Phone: 800-722-7900 Phone: 914-262-1332 Fax No: 978-794-7646 E-Mail: fred.natale@philips.com	133429115 1000013122

Address of Plant: 3000 Minuteman Road, Andover, MA 01810

Person to Contact for expediting New York State Contract Orders:

Fred Natale, Senior Manager, Corporate Accounts
 Phone: 914-262-1332
 Toll Free Phone: 800-722-7900
 Fax No: 425-458-0390
 E-Mail: fred.natale@philips.com

Philips Customer Support Center

Toll Free Telephone: 1-800-722-9377 to contact Philips in case of an Emergency or Technical Support:
 (No technical support for customers not under warranty or service contract coverage.)

Imaging Systems and HIT Technology:

A Remote Technical Assist (R-TAC) and Clinical Support is unlimited while under warranty and applicable service contracts 24-7 1-800-722-9377.

Ultrasound: M-F 8:00 a.m. – 8:30 p.m. EST 1-800-722-9377

In the event of an **emergency** occurring after business hours or on weekend-holidays: (No technical support for customers not under warranty or service contract coverage.)

Fred Natale, Senior Manager, Corporate Accounts
 Phone: 914-262-1332
 Fax No: 425-458-0390
 E-Mail: fred.natale@philips.com

Contractor **will not** accept the New York State Procurement Card.

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 PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE NEW YORK STATE 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 New York State 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:

Price includes all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency, including unloading, moving to point of use, uncrating, assembling, adjusting and leaving ready to operate to the full extent of its design capabilities, with final connections, if any, to be made by others. Complex installation for products such as some CT Scanners and some MRI machines are outside the scope of this contract and should be handled by the ordering authorized user in accordance with its purchasing guidelines, rules and regulations. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order. Product is required as soon as possible and guaranteed delivery may be considered in making award.

Delivery shall be made in accordance with instructions on the Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services.

Additional fees may be charged when delivery to point of use is not possible via dock, any other door, stairway or elevator. If special rigging is required, the purchaser shall pay the additional costs. Such costs shall be prepaid and added to the invoice.

NOTE: If it is determined the contractor is charging excessive amounts for delivery, the State may seek reimbursement for such amounts. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use clause.

MINIMUM ORDER:

There is no minimum order.

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, New York State Procurement Services.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

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ITEM	CONTRACTOR	MANUFACTURER
1. CT Scanner	NO LONGER AVAILABLE FOR THE EXTENSION PERIOD	
2. Magnetic Resonance Imager MRI (Open)	Hitachi Medical Systems America Inc.	Hitachi Medical Systems America Inc. Oasis XP 1.2 Bore-less MRI
3. Magnetic Resonance Imager MRI (Closed)	Hitachi Medical Systems America Inc.	Hitachi Medical Systems America Inc. Echelon Oval 1.5T MRI System
4. Mammography (Conventional)	NO LONGER AVAILABLE FOR THE EXTENSION PERIOD	
5. Mammography (Digital)	FUJIFILM Medical Systems USA Inc.	FUJIFILM Medical Systems USA Inc. - New - Aspire Cristalle Full Field Digital Mammography System
6. X-Ray Image Intensifier (XRII), C-Arm	NO LONGER AVAILABLE FOR THE EXTENSION PERIOD	
7. Proton Emission Tomography (PET-CT Scanner)	NO LONGER AVAILABLE FOR THE EXTENSION PERIOD	
8. Conventional Photographic X- Ray	Alpha Medical Equipment of NY Inc. FUJIFILM Medical Systems USA Inc.	Shimadzu Medical Systems FUJIFILM Medical Systems USA Inc. DR Radiology Room - DEVO Suite II with DEVO I and DEVO II DR Panels
9. Computed Radiology (CR)	Alpha Medical Equipment of NY Inc. Carestream Health Inc. FUJIFILM Medical Systems USA Inc.	Quantum Agfa Medical Carestream DirectView CR Systems FUJIFILM Medical Systems USA Inc. Fuji CR (FCR)
10. Digital Radiography	Alpha Medical Equipment of NY Inc. Carestream Health Inc. FUJIFILM Medical Systems USA Inc.	Shimadzu Medical Systems Carestream DR Systems FUJIFILM Medical Systems USA Inc. Fuji AcSelerate / Speed Suite - No longer available, discontinued product - new Fuji Visionary Suite (to replace the AcSelerate) will be commercially available October 2016

ITEM	CONTRACTOR	MANUFACTURER
11. Ultrasound (General)	Hitachi Medical Systems America Inc. Philips Healthcare	Hitachi Medical Systems America Inc. Hi Vision 5500 Ultrasound Philips Healthcare: Affiniti, iE33; iU22; HD15;HD11 XE; HD9; HD7; HD7 XE; HD3Diamond Select (DS) ; Upgrades (UG)
12. Ultrasound (Portable)	Philips Healthcare	Philips Healthcare: CX50
13. Ultrasound (Cardiac)	Philips Healthcare	Philips Healthcare: iE33;HD15;HD7 XE; CX50 HD11 XE; HD7
14. Cardiovascular- Interventional Radiography (Single-plane)	Alpha Medical Equipment of NY Inc.	Shimadzu Medical Systems
15. Cardiovascular- Interventional Radiography (Bi-Plane)	NO LONGER AVAILABLE FOR THE EXTNESION PERIOD	
16. Bone Densitometer	NO AWARD	
17. Radiographic Imaging Information Technology Radiographic Information Systems (RIS)	Carestream Health Inc.	CARESTREAM VUE Solutions
18. Radiographic Imaging Information Technology Picture Archive and Communication System (PACS)	Carestream Health Inc.	CARESTREAM VUE Solutions
19. Electrocardiography Equipment (ECG or EKG)	Futuremed America, Inc.	Futuremed EZ-3, P80-Six and P8000- Power ECGs and ECG cart

DIAGNOSTIC IMAGING EQUIPMENT:

ITEM 1 - CT SCANNER

NO LONGER AVAILABLE

ITEM 2 - MAGNETIC RESONANCE IMAGER MRI (OPEN)

CONTRACTOR: HITACHI MEDICAL SYSTEMS AMERICA, INC.

Discount: 58.71%

Manufacture: Oasis XP 1.2 Bore-less MRI

Date of Price List: September 21, 2016

Other Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 60 Days A/R/O

ITEM 3 – MAGNETIC RESONANCE IMAGER MRI (CLOSED)

CONTRACTOR: HITACHI MEDICAL SYSTEMS AMERICA, INC.

Discount: 68.39%

Manufacture: Echelon Oval 1.5T MRI System

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 60 Days A/R/O

ITEM 4 - MAMMOGRAPHY (CONVENTIONAL)

NO LONGER AVAILABLE

ITEM 5 - MAMMOGRAPHY (DIGITAL)

CONTRACTOR: FUJIFILM MEDICAL SYSTEMS USA, INC.

Discount: 34-36%

Manufacture: Aspire Cristalle Full Field Digital Mammography System

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30-45 days ARO

ITEM 6 – X-RAY IMAGE INTENSIFIER (XRII), C-ARM

NO LONGER AVAILABLE

ITEM 7 – PROTON EMISSION TOMOGRAPHY-PET-CT SCANNER

NO LONGER AVAILABLE

ITEM 8 – CONVENTIONAL PHOTOGRAPHY X-RAY

CONTRACTOR: ALPHA MEDICAL EQUIPMENT OF NEW YORK, INC.

Discount: 35%

Additional Discounts Offered: Single Purchase: Negotiable

Agency Aggregate: Negotiable

Date of Price List: September 21, 2016

Guaranteed Delivery: 30-60 Days A/R/O

Manufacture: Shimadzu Medical Imaging

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30-60 Days A/R/O

ITEM 8 – CONVENTIONAL PHOTOGRAPHY X-RAY (cont'd)

CONTRACTOR: FUJIFILM MEDICAL SYSTEMS USA INC.

Discount: 20.5-44.5%

Manufacture: DR Radiology Room - DEVO Suite II with DEVO I and DEVO II DR Panels

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30-45 days ARO

ITEM 9 – COMPUTED RADIOLOGY (CR)

CONTRACTOR: ALPHA MEDICAL EQUIPMENT OF NEW YORK, INC.

Discount: 18%

Additional Discounts Offered: Single Purchase: Negotiable

Agency Aggregate: Negotiable

Manufacture: Quantum Afga Medical

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 45 days A/R/O

CONTRACTOR: CARESTREAM HEALTH INC.

Discount: 20-50%

Manufacture: Carestream DirectView CR Systems

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30 Business Days A/R/O

CONTRACTOR: FUJIFILM MEDICAL SYSTEMS USA INC.

Discount: 40-47%

Manufacture: Fuji CR (FCR)

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30-45 days ARO

ITEM 10 – DIGITAL RADIOGRAPHY

CONTRACTOR: ALPHA MEDICAL EQUIPMENT OF NEW YORK INC.

Discount: 40%

Additional Discounts Offered: Single Purchase: Negotiable
Agency Aggregate: Negotiable

Manufacture: Shimadzu Medical Systems Medical

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30-60 days A/R/O

CONTRACTOR: CARESTREAM HEALTH INC.

Discount: 20% - 45%

Manufacture: CARESTREAM DR Systems

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Delivery: 60 Business Days A/R/O

CONTRACTOR: FUJIFILM MEDICAL SYSTEMS USA INC.

Discount: TBD

Manufacture: Fuji AcSelerate / Speed Suite ---- **NO LONGER AVAILABLE** –
New Fuji Visionary Suite (to replace the AcSelerate) will be commercially available October 2016 and may be available on this contract with OGS approval

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30-45 days ARO

ITEM 11 – ULTRASOUND (GENERAL)

CONTRACTOR: HITACHI MEDICAL SYSTEMS AMERICA, INC.

Discount(s): 42%, 41.8%

Manufacture: Hi Vision 5500 Ultrasound System
Hi Vision Preirus Ultrasound System

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30 Days A/R/O

ITEM 11 – ULTRASOUND (GENERAL) continued

CONTRACTOR: PHILIPS HEALTHCARE

Discount Bid: 38.5%, DS: 33.5%, UG: 30.5%,		
Additional Discounts Offered: Agency Aggregate:	\$2,000,000	39.5%
	\$4,000,000	40.5%
	\$6,000,000	41.5%

NOTE: Aggregate Discounts offered period is July 1 to June 30.

Manufacture: Affiniti, iE33; iU22; HD15; HD11 XE; HD9; HD7; HD7 XE; HD3 Diamond Select(DS); Upgrades (UG)

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 120 Days A/R/O

ITEM 12 – ULTRASOUND (PORTABLE)

CONTRACTOR: PHILIPS HEALTHCARE

Discount Bid: 38.5%, DS: 33.5%, UG: 30.5%,		
Additional Discounts Offered: Agency Aggregate:	\$2,000,000	39.5%
	\$4,000,000	40.5%
	\$6,000,000	41.5%

NOTE: Aggregate Discounts offered period is July 1 to June 30.

Manufacture: CX50

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 120 Days A/R/O

ITEM 13 – ULTRASOUND (CARDIAC)

CONTRACTOR: PHILIPS HEALTHCARE

Discounts: 38.5%, DS: 33.5%, UG: 30.5%

Additional Discounts Offered: Agency Aggregate:	\$2,000,000	39.5%
	\$4,000,000	40.5%
	\$6,000,000	41.5%

NOTE: Aggregate Discounts offered period is July 1 to June 30.

Manufacture: iE33;HD15;HD7 XE; CX50 HD11 XE; HD7

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 120 Days A/R/O

ITEM 14 – CARDIOVASCULAR-INTERVENTIONAL RADIOGRAPHY (SINGLE-PLANE)

CONTRACTOR: ALPHA MEDICAL EQUIPMENT OF NEW YORK, INC.

Discounts: Shimadzu Medical: 35%

Additional Discounts Offered: Single Purchase: Negotiable
Agency Aggregate: Negotiable

Manufacture: Shimadzu Medical Systems Medical

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 90-120 Days A/R/O

ITEM 15 – CARDIOVASCULAR-INTERVENTIONAL RADIOGRAPHY (BI-PLANE)

NO LONGER AVAILABLE

ITEM 16: BONE DENSITOMETER

NO BIDS

NO AWARDS

ITEM 17 – RADIOGRAPHIC IMAGING INFORMATION TECHNOLOGY (RIS)

CONTRACTOR: CARESTREAM HEALTH INC.

Discount: 5.5% - 30.5%

Manufacture: CARESTREAM VUE Solutions

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 60 Business Days A/R/O

ITEM 18 – RADIOGRAPHIC IMAGING INFORMATION TECHNOLOGY PICTURE ARCHIVE AND COMMUNICATION SYSTEM (PACS)

CONTRACTOR: CARESTREAM HEALTH INC.

Discount: 5.5% - 30.5%

Manufacture: CARESTREAM VUE Solutions

Date of Price List: September 21, 2016

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 60 Business Days A/R/O

ITEM 19 – ELECTROCARDIOGRAPHY EQUIPMENT (ECG OR EKG)

CONTRACTOR: FUTUREMED AMERICA INC.

Discount: 17%

Volume Discounts

Volume Basis (Price Breaks)

Additional Discount Offered

7+equipment only

5%

Manufacture: Futuremed EZ-3, P80-Six and P8000-Power ECGs and ECG cart

Date of Price List: September 21, 2016

Products Offered: Please see the Pricing Information Button on the Contract Award Notification (CAN) page for additional discounts offered on selected items

Guaranteed Delivery: 21 Days A/R/O

CONTRACT BILLINGS AND PAYMENTS:**a. Billings:**

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

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

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of five (5) years as stated in the original Invitation for Bids. Discounts quoted are to be firm for the entire period of the contract, unless increased (see Contract Changes clause.)

SHORT TERM EXTENSION:

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

PERIODIC RECRUITMENT:

The State reserves the right to consider additional vendors for award, on manufacturer's lines or categories that are not covered on the awards resulting from this bid opening, at least once during the term of the resulting contract period. Bids shall be evaluated under the same terms and conditions; with an additional requirement that the vendor provide information that is required under alternate bid section of this document.

Once awarded a contract, a vendor may not resubmit a bid on an awarded line for future consideration until a new Invitation for Bids is issued.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer-bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer-bidder in accordance with the written notification terms of this contract.

PREFERRED SOURCE PRODUCTS AND SERVICES:

Some products-services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

OVERLAPPING CONTRACT ITEMS:

Products-services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his-her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his-her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

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

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

<http://www.ogs.ny.gov/Bu/PC/Docs/Guidelines.pdf>

REQUEST FOR CHANGE:

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

CONTRACT CHANGES:

Price lists or catalogs submitted with at the time of the bid opening bid will be held firm for one year from the date of submission. Future requests for price list updates should be submitted on a yearly basis thereafter. The contract prices may be subject to increase or decrease during the contract period in accordance with changes made by the manufacturer in their established, nationally published 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. Price decreases or discount increases are permitted and encouraged at any time.

New products will be considered for inclusion provided they are pertinent to the award description 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 the State. Price list additions may be made at the time of yearly contract update or made quarterly after the contract inception.

CONTRACT UPDATES - ADDITION AND DELETION PRODUCTS:

Product changes to Contract are addressed in the following manner. In order to expedite processing of a change request that involves more than one specified category below, each request should be submitted separately to OGS.

- a) **AUTO ADDS - DELETIONS** – "Auto Adds-Deletions" are Contract changes and updates made in accordance with the previously approved Contract pricing formula; e.g., a "discount from list" or pricing based on an approved GSA-based price Schedule. "Auto Adds-Deletions" include: i) adding new products within the established, previously approved pricing structure, ii) lowering pricing for Products previously incorporated under the Contract, and iii) deleting Products previously incorporated under the Contract. Contractor shall forward the updated Contract price list to OGS for prior approval before

changes (additions or deletions) are made to the Contract. Contractor may not supply new product offerings until after receipt of OGS approval. While price decreases (ii) may take effect at any time, Contractor shall provide to OGS new updated price lists. For category (iii) Auto Deletions, Contractor must supply documentation supporting the unavailability of the product to the US market. Contractor should note, however, that all "Auto Adds" or Deletions approved by OGS are subject to a post audit by the Office of the State Comptroller.

b) REGULAR ADD - "Regular Adds" are requests for i) price increases for Products incorporated under the Contract for other than previously approved pricing structure, and ii) addition of new products to the Contract which do not fall under the previously established price structure or discounts for Product types previously approved under the Contract. Regular Adds include but are not limited to newly added manufacturer's product lines, re-bundled Products or Services, etc. Regular Adds must be submitted to OGS for prior approval, and must be accompanied by a justification of reasonableness of price. Regular Adds are subject to pre-audit by the Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new product offerings until after receipt of OGS approval of the "Regular Add." When Contract pricing is based on GSA prices, the revised prices or prices of new Products must reflect current GSA prices adjusted as necessary for any additional discounts.

c) SPECIAL ADD - Contract changes and updates that do not fall within either of the above categories will be processed as "Special Adds". Special Adds are changes that are not specifically covered by the terms of the Contract but inclusion is found to be in the best interest of the State. Contractor must provide a justification of reasonableness of the prices offered and a statement explaining why it is in the best interest of the State to approve the new Products. Special Adds are subject to pre-audit by the Office of the State Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new offerings until after receipt of OGS approval of the "Special Add."

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the price lists.

Price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of price lists.

INSTRUCTION MANUALS:

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

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total Sales \$ State Agencies</u>	<u>Total Sales \$ Authorized Non-State Agencies</u>	<u>Grand Total Sales \$ State and Non-State Agencies</u>
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The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, Procurement Services, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bid

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and-or delete from contract selected products as mandated by any NYS energy

legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance-deletion.

CONTRACTOR CONSULTANT LAW REQUIREMENTS:

It is the responsibility of each agency purchasing consultant services to ensure compliance with the requirements of Chapter 10 of the Laws of 2006 with respect to the Consultant Disclosure Legislation. Agencies must ensure that Disclosure Form A, a one-time report of planned employment data for the entire term of the contract is submitted to OSC for contract approval. Contractors must submit the Consultant Disclosure Form B, the Contractor's **Annual** Employment Report of employment information by May 15th of each year for the fiscal year April 1st through March 31st. Form B is submitted annually to the contracting agency, the Office of the State Comptroller and the Department of Civil Service to report historical information, detailing actual employment data for each fiscal year (April 1 to March 31) the contract is in effect. For more information regarding this legislation and its requirements, please refer to the requirement "**Employee Information Required To Be Reported By Certain Consultant Contractors And Service Contractors**" contained in the original bid or contract template and the OSC Guide to financial operations website: [http://osc.state.ny.us/agencies/guide/MyWebHelp/Default.htm#XI/18/C.htm?Highlight=Consultant Disclosure Legislation](http://osc.state.ny.us/agencies/guide/MyWebHelp/Default.htm#XI/18/C.htm?Highlight=Consultant%20Disclosure%20Legislation)

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

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer-Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M-WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M-WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses-mwbe.asp

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.

DEBRIEFING:

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

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' New York State Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____
 _____(over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518-474-2437 or mail to:

OGS PROCUREMENT SERVICES
 Customer Services, 38th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242
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