

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 30304 - VEHICLE WARNING LIGHTS ELECTRONIC SIRENS ND LIGHT BARS (Statewide)	
		Classification Codes: 25 & 46	
Award Number	:	<u>20670</u>	(Replaces Award 20107)
Contract Period	:	April 1, 2007 - March 31, 2011	
Bid Opening Date	:	December 20, 2006	
Date of Issue	:	January 26, 2007 (Revised April 19, 2010)	
Specification Reference	:	As Incorporated In The Invitation for Bids	
Contractor Information	:	Appears on Page 2 of this Award	

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Christopher M. Martinez Title : Purchasing Officer Phone : 518-474-3856 Fax : 518-474-8676 E-mail : christopher.martinez@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This award covers the purchase of vehicle warning lights, sirens and accessories for Code 3 Public Safety Equipment, Federal Signal Corp., Whelen, Sound Off, Inc., Star Warning Systems and Signal Vehicle Products.

PR #20670

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62850 SB	EMERGENCY VEHICLE OUTFITTERS 44 Hartwood Drive Rochester, NY 14623	585-509-2717 Rafael Oliva Fax No.: 585/419-8009 E-mail: GSPDJohn@yahoo.com	109464433
PC62851	GENERAL SALES ADMINISTRATION, INC. 47 North Dell Avenue Kenvil, NJ 07847	800/666-4472 973-584-7714 Roger Bashall Fax No.: 973/584-5022 E-mail: rbashall@majorpolicesupply.com Web: www.majorpolicesupply.com	223004242
PC62852	WARNOCK AUTOMOTIVE, INC. d/b/a Warnock Fleet 175 Route 10 East Hanover, NJ 07936	877/567-5277 973/319-7015 Rick Allen Fax No.: 973/515-5106 E-mail: rallen@warnockauto.com Web: www.warnockfleet.com	222658797
PC65065	EMERGENCY TECHNOLOGY, INC. d/b/a SOUNDOFF SIGNAL PO Box 206 3900 Central Parkway Hudsonville, MI 49426	631/566-7834 Chris Corwith Fax No.: 616/896-1286 ccorwith@soundoffsignal.com	382739208

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

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.

(continued)

NOTE TO AUTHORIZED USERS:

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:

General - Discount and final net price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including any and all costs associated with providing and delivering the vehicle warning lights, electronic sirens and light bars such as **all surcharges, miscellaneous charges, etc.:**

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

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

Price List Revisions - Discounts are firm through **March 31, 2010 (and later if contract is extended)**. Contract prices shall be subject to increase or decrease during the contract period in accordance with changes which may be made by the manufacturer in its nationally published price sheet. These requests must be sent to the Procurement Services Group for approval at least 15 calendar days prior to the following dates on which price changes may take effect:

- April 1, 2007
- April 1, 2008
- April 1, 2009 and each April thereafter if contract is extended

Request for price changes at any other time will not be granted unless an "Unworkable Price Structure" situation develops (please see more on this below).

Unworkable Price Structure - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

Limitation - Price adjustments are limited to changes as allowed for in this PRICE clause. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the contractor, will not be allowed during the contract period.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Discount</u>
3.	Whelen	
	<u>Complete Units/Major Components</u>	44%
	<u>Replacement Parts</u>	46%

Name and Number of Complete Units/Major Components:
List Price Schedule: Automotive Price List, PL10.0WL, PL10.0SCL

Effective Date of List Price Schedule: December 22, 2009

Name and Number of Replacement Parts
List Price Schedule: US Numeric Automotive Parts Price List PPLN10.0

Effective Date of List Price Schedule: December 22, 2009

Manufacturer: Whelen Engineering
Delivery: 30 Calendar Days A/R/O

CONTRACTOR, ITEM 3: WARNOCK AUTOMOTIVE, INC., D/B/A WARNOCK FLEET

<u>Item No.</u>	<u>Description</u>	<u>Discount</u>
4.	Sound Off, Inc.	
	<u>Complete Units/Major Components</u>	46%
	<u>Replacement Parts</u>	60%

Name and Number of Complete Units/Major Components:
List Price Schedule: SoundOff Signal – Warning Products Price Guide

Effective Date of List Price Schedule: January 2010 (Rev 03/10)

Name and Number of Replacement Parts
List Price Schedule: SoundOff Signal – Warning Products Price Guide

Effective Date of List Price Schedule: January 2010 (Rev 03/10)

Manufacturer: Sound Off Signal
Delivery: 30 Calendar Days A/R/O

CONTRACTOR, ITEM 4: EMERGENCY TECHNOLOGY, INC. D/B/A SOUNDOFF SIGNAL

(continued)

<u>Item No.</u>	<u>Description</u>	
5.	Star Headlight & Lantern Co., Inc.	
5A.	Star Warning Systems	<u>Discount</u>
	<u>Complete Units/Major Components</u>	52.1%
	<u>Replacement Parts</u>	56%

Name and Number of Complete Units/Major Components:
List Price Schedule: Version PL09-01-06A
Effective Date of List Price Schedule: September 1, 2006

Name and Number of Replacement Parts
List Price Schedule: Version PL09-01-06A
Effective Date of List Price Schedule: September 1, 2006

Manufacturer: Star Warning Systems
Delivery: 15 Calendar Days A/R/O

CONTRACTOR, ITEM 5A: EMERGENCY VEHICLE OUTFITTERS

<u>Item No.</u>	<u>Description</u>	
5.	Star Headlight & Lantern Co., Inc.	
5B.	Signal Vehicle Products	<u>Discount</u>
	<u>Complete Units/Major Components</u>	52.1%
	<u>Replacement Parts</u>	56%

Name and Number of Complete Units/Major Components:
List Price Schedule: Version PL09-01-06A
Effective Date of List Price Schedule: September 1, 2006

Name and Number of Replacement Parts
List Price Schedule: Version PL09-01-06A
Effective Date of List Price Schedule: September 1, 2006

Manufacturer: Signal Vehicle Products
Delivery: 15 Calendar Days A/R/O

CONTRACTOR, ITEM 5B: EMERGENCY VEHICLE OUTFITTERS

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REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

PSG's DISPUTE RESOLUTION POLICY:

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

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

Any contract 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.

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DELIVERY:

General - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). Time is of the essence in regard to the delivery of the products. Product will be required as soon as possible by an agency issuing a purchase order.

Purchase Order Instructions - Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group. (SEE ALSO SEPARATE CLAUSE ON "PURCHASE ORDERS AND INVOICES".)

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of three (3) years as stated in the Contract Award Notification.

The State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

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

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.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

WARRANTIES:

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

PRICE SHEETS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. 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 CD 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.

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REPORT OF CONTRACT PURCHASES:

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

<u>Item/ Number</u>	<u>Price List</u>	<u>Price List</u>	Total Dollar Value Shipped to <u>All State Agencies</u>	Total Dollar Value Shipped to <u>Political Subdivisions and Others Authorized By Law</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

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

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

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.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

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

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

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

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

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

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

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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