

**NEW YORK STATE**  
**OFFICE OF GENERAL SERVICES**  
**PROCUREMENT SERVICES GROUP**  
**38th Floor - Corning Tower Building**  
**Empire State Plaza**  
**Albany, New York 12242**

## Contract Award Notification

<b>Title</b>	<b>: Group 35210 - METAL DETECTORS, LAW ENFORCEMENT (Statewide)</b>
<b>Award Number</b>	<b>: 3354-G (Replaces 447)</b>
<b>Contract Period</b>	<b>: May 15, 1998 to May 14, 2001</b>
<b>Bid Opening Date</b>	<b>: February 26, 1998</b>
<b>Date of Issue</b>	<b>: June 17, 1998</b>
<b>Specification Reference</b>	<b>: As Incorporated in the IFB</b>

<b>Address Inquiries To:</b>	<b>Non-State Agencies</b>
Name : Richard W. Newton	Name Judy Gibbons
Title : Purchasing Officer I	Title Purchase Coordinator
Phone : 518-474-5641	Phone 518-474-6717
Fax : 518-474-5525	Fax 518-474-2437
E-mail : richard.newton@ogs.state.ny.us	E-mail customer.services@ogs.state.ny.us

### Description

Hand Held and Walk Thru Metal Detectors Accessories and Related Scanning Equipment.
---

PR # 7948-T

(continued)

---

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC53555	ADAMS ELECTRONICS INC. 110 C. Sunset Plaza Suite 311 Enid, OK 73703 Will accept NYS Purchasing Card and allow 1% additional discount for its use.	580-233-6886 Mr. Robert E. Adams Fax: 580-233-6693 E-mail: adamsinc@enid.com	742715084
PC53556	CONTROL SCREENING LL 35 W. Pittsburgh St. Suite 203 Greensburg, PA 15601 Has electronic ordering and will	800-343-9727 724-837-5411 Mr. Dennis Cunningham Fax: 724-837-5425 E-Mail: csllc@trib.infi.net accept NYS Purchasing Card	222964823
PC53557	E G & G ASTROPHYSICS 6 Landmark Square Stamford, CT 06901	800-869-1411 203-359-5646 Mr. Mark J. Brennan Fax: 203-359-5853 E-Mail: Mark_Brennen@astro.egginc.com	952214952
PC53558	GEOQUEST INC. 106 Rte. 46 East Saddle Brook, NJ 07663 Will accept NYS Purchasing Card	973-772-7443 Mr. Harry Nicholas Fax: 973-772-7773 E-Mail: gg@idt.net	222432399
PC53559	RAPISCAN SECURITY PRODUCTS INC. 2830 Temple Avenue Long Beach, CA 90806 Has electronic ordering and will accept NYS Purchasing Card and allow 2.5% additional discount for its use.	800-318-7226 562-427-0515 ext. 434 Mr. Jerry Reine Fax: 562-427-7885 E-Mail: andyk@rapiscan.	954413488

(continued)

---

Cash Discount, If Shown, Should be Given Special Attention.  
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**

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

FOR TAX FREE TRANSACTIONS UNDER THE INTERNAL REVENUE CODE, THE NEW YORK STATE REGISTRATION NUMBER IS **14740026K**.

NOTE TO AGENCY:

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

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price is a discount from a regularly published price list.  
Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State including tailgate delivery.  
In addition upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

(continued)



<u>ITEM</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>%DISCOUNT</u>	
			<u>FROM LIST</u>	<u>PRICE LIST</u>
			<u>PRICE...</u>	<u>IDEN. ....</u>
2.	Control Screening			#97-01 and #97-02 Dated 5/15/97
	<b>Model - Walkthrough</b>			
	Checkgate 9000-P Walkthrough M.D.	\$5,995	33%	
	Checkgate 8000-P Walkthrough M.D.	\$4,500	45%	
	Option A/Remote Command Center	\$495	10%	
	Option B/Remote Annunciator Panel	\$195	10%	
	Option W/Weatherized Archway Portal	\$395	10%	
	Checkgate 8091 Walkthrough M.D. (DOCS Approved Walkthrough)	\$4,900	31%	
	Handheld Detector Model 6041	\$175	45%	
	Letter Bomb Detector Model 3001	\$610	25%	
	<b>Options for Checkgate Series Metal Detectors</b>		10%	
	<b>Conveyorized Digital x-ray Screening Systems</b>			
	Dynavision 400 with Dual Energy	\$26,500	28%	
	Dynavision 400 with Dynagraphy	\$23,500	32%	
	Dynavision 910 with Dual Energy	\$38,000	32%	
	Dynavision 910 with Dynagraphy	\$33,500	48%	
	Dynavision 911 with Dual Energy	\$43,500	28%	
	Dynavision 911 with Dynagraphy	\$39,000	33%	
	Dynavision 925 with Dual Energy	\$54,500	28%	
	Dynavision 925 with Dynagraphy	\$49,500	33%	
	<b>Fluoroscopic (non-conveyorized)</b>			
	Mailguard x-ray system	\$8,100	10%	
	<b>Options for Dynavision X-ray Systems</b>		10%	
	Guaranteed Delivery: 30 Calendar Days A/R/O			
	*Inside Delivery: Walk throughs Xray Screeners	\$175.00	\$275.00	
	CONTRACTOR ITEM #2 - CONTROL SCREENING			

(continued)

ITEM    DESCRIPTION    PRICE LIST IDENTIFICATION

3.    EG & G

<u>PRODUCT NAME</u>	<u>PART NUMBERS</u>	<u>NET PRICE</u>	<u>NEW YORK DISCOUNT</u>	<u>NEW YORK NET PRICE</u>
Linescan System 208E	LSS208E	\$39,500	20%	\$31,600.00
Linescan System 210E	LSS210E	\$33,500	15.77%	\$28,217.05
Linescan System 215E	LSS215E	\$31,500	19%	\$25,515.00
Linescan System 215S	LSS215S	\$26,500	22%	\$20,670.00
Linescan System 222TS	LSS222TS	\$25,500	33.4%	\$16,983.00
Linescan System 222	LSS222	\$17,500	17.5%	\$14,437.50
Linescan System 107E	LSS107E	\$52,500	25.71%	\$35,002.25
Linescan TNT Traveler	LSSTNTTR	\$14,000	16%	\$11,760.00
Miniscan	01-0351	\$4,725	6%	\$4,441.50
.5m Exit/Entrance Table	05-ETBL-01	\$1,200	40%	\$720.00
1m Exit /Entrance Table	01-ETBL-01	\$1,500	40%	\$900.00
Operator Assist/Image Archive	LSSOA-01	\$10,000	35%	\$6,500.00
Threat Image Projection/ Image Archive	LSSTIP-01	\$10,000	35%	\$6,500.00
Sentrie AT Walk-through Metal Detector	01-0204-01	\$4,725	12%	\$3,652.00
Sentrie LC Walk-through Metal Detector	01-0201-01	\$3,600	30%	\$2,520.00
PMD2 Walk-through Metal Detector	7750018	\$8,000	26%	\$5,920.00
02PN8-AHS Walk-through Metal Detectors	7750112	\$6,500	35.38%	\$4,199.00
Sentrie OMNI Hand Held Wand	OMNI	\$200	25%	\$150.00

CONTRACTOR ITEM 3: EG & G ATROPHYSICS

(continued)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>% DISCOUNT FROM LIST PRICE</u>	<u>PRICE LIST IDENTIFICATION</u>
4.	Friskem Infinetics, Inc.	NO AWARD	
5.	Garrett Metal Dectors	42.1%	Garret End User Price List 10/1/97 & accessories
Guaranteed Delivery: **1-20 units 7 days 21-50 units 20 days 51+ units 35 days			
*Inside Delivery: 3.5%			
CONTRACTOR, ITEM 5: GEOQUEST, INC.			
*For Walk Through and Stationary Units			
6.	Rapiscan Security Products Inc.		JAN. 8, 1998
	Rapiscan IPD-9 Hand-Held Metal Detector	37.50%	IPD-9
	Guaranteed Delivery: 14 Calendar Days A/R/O		
	Rapiscan 119 Lightweight Tabletop X-Ray System	17.00%	RAP 119
	Guaranteed Delivery: 30 Calendar Days A/R/O		
	Rapiscan 415 X-Ray Screening Machine	10.42%	RAP 415
	Guaranteed Delivery: 30 Calendar Days A/R/O		
	Rapiscan 515 X-Ray Screening Machine	12.50%	RAP 515
	Guaranteed Delivery: 30 Calendar Days A/R/O		
	Rapiscan 522 X-Ray Screening Machine	17.00%	RAP 522
	Guaranteed Delivery: 30 Calendar Days A/R/O		
	Rapiscan 527 X-Ray Screening Machine	17.00%	RAP 527
	Guaranteed Delivery: 30 Calendar Days A/R/O		

(continued)

<u>DESCRIPTION</u>	<u>&amp; DISCOUNT FROM LIST PRICE</u>	<u>PRICE LIST IDENTIFICATION</u>
Item 6 (Cont'd)		
Rapiscan 532 X-Ray Screening Machine Guaranteed Delivery: 60 Calendar Days A/R/O	17.00%	RAP 532
Rapiscan AMD 745 Walk-Through Metal Detector Guaranteed Delivery: 30 Calendar Days A/R/O	17.00%	AMD 745
Rapiscan AMD 750 Archway Metal Detector Guaranteed Delivery: 30 Calendar Days A/R/O	17.00%	AMD 750
Rapiscan AMD 755 Maximum Throughput with Multi-Dimensional Scanning Guaranteed Delivery: 30 Calendar Days A/R/O	17.00%	AMD 755
Secure 1000 Turnkey Nonintrusive Personnel Screening System Guaranteed Delivery: 30 Calendar Days A/R/O	8.70%	SECURE 1000

All prices include Inside Delivery where required.

CONTRACTOR, ITEM 6: RAPISCAN SECURITY PRODUCTS

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 items have been delivered in satisfactory condition. 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 No., description of material, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

(continued)

PUBLIC OFFICERS LAW:

All contractors and contractor employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State. In signing the bid, each contractor has guaranteed knowledge and full compliance with those provisions for this and any other dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in cancellation of contract, disqualification from the bidding process and in other civil or criminal proceedings as required by law.

NOTE TO CONTRACTOR:

In the event a specified manufacturer's commodity listed in the Contract Award Notification becomes unavailable or cannot be supplied to the State by the contractor for any reason (except as provided for in the Savings Clause of the General Specification) a product deemed by the Office of General Services to be equal to or better than the specified commodity must be substituted by the contractor at no additional cost or expense to the State.

PURCHASE ORDERS:

Purchase orders are effective and binding upon the contractor when placed in the mail or faxed prior to the termination of the contract to the contractor at the address or facsimile number shown herein.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

QUANTITIES:

Each contract shall be for the quantities actually ordered during the contract period.

It should be noted that the extension of this contract to political subdivisions and others authorized by law, as indicated in the "Extension of Prices" clause, may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

Discounts are firm for the entire period of the contract.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions on a yearly basis.

(continued)

GUARANTEE:

The contractor guarantees that the equipment is new equipment (or re-manufactured to meet new specifications). Every unit delivered must be guaranteed against faulty material and workmanship for a period of one (1) year. If, during this period, such faults develop, the unit or part affected is to be replaced without any cost to the State including any charges for parts, labor and transportation. Any manufacturer's guarantee that exceeds the minimum period shall continue at the end of the initial period.

EXTENSION OF PRICES

Political subdivisions and others authorized by law may participate in these contracts. These include, but are not limited to local governments, public school and fire districts and certain nonpublic/nonprofit organizations.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates.

ASSIGNMENT OF MONIES:

Approval of the Commissioner is not required for the assignment of monies due for contract deliveries. On deliveries made to State agencies, such assignments must be filed by the contractor directly with the Office of the State Comptroller. For political subdivisions and other non State facilities authorized by law to participate in State contracts, the contractor must notify these ordering facilities directly of any assignment of monies due.

Copies of any assignment of monies notification must also be sent by the contractor to the N.Y.S. Office of General Services, Standards & Purchase Group.

PAYMENTS OF INTEREST:

The payment of interest on certain payments due and owed by a State agency may be made in accordance with the criteria established in Article 11A of New York State Finance Law and the Comptroller's Bulletin No. A-91.

The terms of Article 11A apply only to procurements by and the consequent payment obligations of State agencies. Neither expressly nor by any implication is the new statute applicable to non-State agency purchasers. Nor, of course, is the Office of General Services or the Office of the State Comptroller responsible for payments (see General Specification Clause 69) on any purchases made by a participating political subdivision or other authorized entity.

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.

(continued)

INSTRUCTION MANUALS:

Simultaneous with delivery of the first component of the equipment or system specified, the contractor(s) shall furnish to the agency a complete instruction manual for the equipment (system) and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the equipment and the system, together with system layout and interconnection diagrams, schematic and wiring diagrams, comprehensive preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information.

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/ SubItem Number</u>	<u>Product Description</u>	<u>Total Quan. Shipped</u>	<u>Total \$ Value</u>
	(Size, Stock No., etc.)	(To be in Units listed in the Invitation for Bids)	

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 award and shall reference the commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

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

REBATES:

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

SURETY BOND:

At any time upon the request of the Office of General Services, the contractor shall, within 15 days of request and at its own cost and expense, obtain and maintain in full force and effect for sixty days after contract expiration:

- an irrevocable documentary **LETTER OF CREDIT** with a sound and reputable bank authorized to do business in the State of New York, OR
- a **PERFORMANCE BOND** signed by a surety company authorized to do business in the State of New York, OR
- a **PAYMENT BOND** signed by a surety company authorized to do business in the State of New York,

(continued)

SURETY BOND: (Cont'd)

in the amount of \$10,000.00 for the faithful performance of the contract. The **LETTER OF CREDIT, PERFORMANCE BOND, PAYMENT BOND**, etc., shall name as beneficiary the State of New York, Office of General Services, and may be invoked to the benefit of the State of New York, Office of General Services, upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the State of New York.

NEW YORK STATE PURCHASING CARD:

NYS and American Express (AMEX) have entered into an agreement for AMEX to provide the State with Purchasing card services. The AMEX Corporate Purchasing Card enables agencies to make authorized purchases directly from a vendor without processing the Purchase Orders or Purchase Authorizations currently required. Purchasing Cards are issued to selected employees authorized to purchase for the agency and having direct contact with the vendors. Cardholders can make purchases directly from any vendor that accepts the AMEX Corporate Purchasing Card. The Purchasing Card is to be used only for goods and services purchased for official State use. Currently, the program allows a maximum purchase of \$2,500 per transaction.

All bidders shall indicate whether or not they will accept the NYS Purchasing Card for orders up to \$2,500 (see Questions at end of bid document).

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

Vendors wishing to set up a corporate account with AMEX should call AMEX at 1-800-686-5493.

IMPORTANT NOTICE TO CONTRACTORS AND STATE AGENCIES - "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) included in the Invitation For Bids and related Notice of Contract Award 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 product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) 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.).

(continued)

---

IMPORTANT NOTICE TO CONTRACTORS AND STATE AGENCIES - "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT: (Cont'd)

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 (currently for transactions in excess of \$10,000) and competitive bidding of requirements exceeding the discretionary bid limit (currently at \$15,000). State agencies should refer to CL-135 dated

October 7, 1994 for complete procedural and reporting requirements under the "OGS or Less" Guidelines.

YEAR 2000 WARRANTY

DEFINITIONS:

"Product" shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term "Product" shall include resulting deliverables.

"Vendor's Product" shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. "Third Party Product" does not include product where Vendor is: a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

WARRANTY STATEMENT:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

(continued)

OPTIONS:

Inside Delivery (Walk Through and Other Stationary Units)

Inside delivery shall consist of unloading, moving to point of use, uncrating, setting in place, connecting to existing power, calibrating (if necessary) and leaving ready to use. Expressed as dollar value or % additional herein.

INSTRUCTIONS:

Written and/or hands on (provided with inside delivery) instruction shall be provided with each unit. Instructions shall explain operation, maintenance, and any adjustments or calibrations that can be made by the user.

SUPPORT SERVICES:

Contractor shall have adequate support services to ensure the users with near uninterrupted use. The services shall include, but are not limited to, a technical assistance Hotline, immediate shipment of parts and loaner units if factory service is required.

CATALOGUES & PRICE LISTS:

Any changes (updates or new price lists) to contract must be approved by OGS and the Office of the State Comptroller prior to inclusion in the contract.

Updates (additions and deletions) to the catalogue may be made, and will become a part of the contract, whenever made by the manufacturer. This office must be notified immediately to process the approval and make proper notification so orders and payments will not be delayed.

New price lists will be accepted when published by the manufacturer in its normal manner. This office must be notified immediately to ensure proper approval and inclusion in the contract.

The successful contractor shall provide using agencies with current approved catalogues/price lists or appropriate portions thereof upon request at no charge.

(continued)

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 commodity, please make copies as needed. This office will use the information provided to take any necessary actions. **If necessary, a copy of this form should be provided to the product end user.**

Contractor: \_\_\_\_\_ Contract No. \_\_\_\_\_

Commodity provided (please identify): \_\_\_\_\_

	Excellent	Good	Acceptable	Unacceptable
• Commodity meets your needs				
• Commodity 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 (518/ \_\_\_\_\_) or mail to:**

The Purchasing Officer listed on the front of this contract

(continued)

OGS PROCUREMENT SERVICES GROUP  
Corning 2<sup>nd</sup> Tower  
Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*

(continued)