

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.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group 38708 - SCIENTIFIC EQUIPMENT AND RELATED ACCESSORIES IN-BREATH ALCOHOL TESTING (Statewide) Classification Codes: 41 & 42
Award Number	:	<u>20737</u> (Replaces Award 18341)
Contract Period	:	January 3, 2007 to July 31, 2013
Bid Opening Date	:	October 11, 2006
Date of Issue	:	January 4, 2007 Revised (November 16, 2012)
Specification Reference	:	As Incorporated In The Invitation for Bids and Purchasing Memorandum dated September 28, 2006 & October 3, 2006
Contractor Information	:	Appears on Pages 2 & 3 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Mary P. Schneider Title : Purchasing Officer I Phone : 518-474-0912 Fax : 518-474-5052 E-mail : mary.schneider@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

Breath Analyzers, Screening Devices, Simulators, Mouthpieces and Liquid Reference Standard as evaluated and deemed acceptable by the NYS Police Forensic Investigation Center and the Division of Criminal Justice Services - Office of Public Safety. Revision contains additional items not previously awarded.

NOTE: See individual contract items to determine actual awardees.

CONTRACT # CONTRACTOR & ADDRESS TELEPHONE # FED.IDENT.#

PC62829	CMI, INC. 316 East 9th Street Owensboro, KY 42303	866-835-0690 270-685-6466 William Collins Fax No.: 270-685-6268 E-mail: wfcollins@alcoholtest.com 866-835-0690 270-685-6362	611205273 <u>Vendor ID</u> 1000009592
		Tom Settles Fax No.: 270-685-6678 E-mail: wtsettles@alcoholtest.com Website: www.alcoholtest.com 866-835-0690 270-685-6362	

Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.
Contractor will honor orders for less than the minimum order and will ship at no additional cost.

PC62830	DRAEGER SAFETY DIAGNOSTICS, INC. 83 Davidson Creek Road Unit A Durango, CO 81301 DISC: 2% - 15 Days	800-385-8666 973-398-3228 Don Pouliot Fax No.: 973-398-3449 E-mail: dpouliot@optonline.net Website: www.draeger.com	841600159 <u>Vendor ID</u> 1000009727
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Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.
Contractor will honor orders for less than the minimum order and will ship at no additional cost.

PC62831	GUTH LABORATORIES, INC. 590 N. 67th St. Harrisburg, PA 17111-4511	800-233-2338 717-564-5470 Ted L. Pauley Fax No.: 717-564-2555 E-mail: tpauley@guthlabs.com Website: www.guthlabs.com	232139091 <u>Vendor ID</u> 1000008907
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PC62832	INTOXIMETERS, INC. 2081 Craig Road St. Louis, MO 63146	800-451-8639 314-429-4000 Debbie Mandell Fax No.: 314-429-4170 E-mail: sales@intox.com Website: www.intox.com	430906533 <u>Vendor ID</u> 1000009340
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Remit to Address:
Intoximeters, Inc.
PO Box 798313
St.Louis, MO 63179-8000

Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62833	LIFELOC TECHNOLOGIES, INC. 12441 W. 49th Ave. #4 Wheat Ridge, CO 80033	800-722-4872 303-431-9500 Rene Mitchell Fax No.: 303-431-1423 E-mail: rene@lifeloc.com Website: www.lifeloc.com	841053680 <u>Vendor ID</u> 1000041229

Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.
Contractor will honor orders for less than the minimum order and will ship at no additional cost.

PC62834	NATIONAL PATENT ANALYTICAL SYSTEMS, INC. 2090 Harrington Memorial Rd. Mansfield, OH 44903	800-800-8143 419-526-6727 Glen L. Campbell Mike Udolph Fax No.: 419-526-9446 E-mail: salesteam@npas.com Website: www.npas.com	341671192 <u>Vendor ID</u> 1000009134
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Contractor will honor orders for less than the minimum order and shipping costs will be added in accordance with the
"Minimum Order" clause.

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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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group 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).

SCOPE:

This contract is for breath alcohol equipment and accessories based on the terms and conditions stated herein.

(continued)

PRICE:

Prices are firm for the first year of the contract from the issue date of the award. Every year thereafter, prices may be adjusted upward or downward pending a written request by the awarded contractor OR by the State. No price increases shall be implemented by a contractor prior to written confirmation by the Procurement Services Group.

Prices include all customs duties and shipping charges and are net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

PRICE: (Cont'd)

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

CPI Price Adjustment- Pricing is firm for the first year of the contract from the issue date of the award. Every subsequent year thereafter a price adjustment will be allowed based on the Consumer Price Index (CPI-U) for all Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items (Series ID: CUUR0000SAO) as published by the US Department of Labor, Bureau of Labor Statistics, Washington D. C. 20212. The index is available through the internet at the Bureau of Labor Statistics (BLS) website at "www.bls.gov.com". If, at any time, the above series ID is discontinued or not available, the State reserves the right to implement another applicable index.

Price adjustments using the CPI involve changing the Price Per "Unit" for each item awarded by the change in the level of the CPI between the September 2006 ("base"-reference" month) and a subsequent, future month. Every subsequent price adjustment shall be based on utilizing the CPI-U September 2006 Index figure as the base-reference and comparing it to the subsequent future month being used. The subsequent future month shall be the same month as the contract's issue date for the involved future year. Each price adjustment shall be effective the 1st day of the month following the anniversary issue date of the award.

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
<u>LOT I - INSTRUMENTATION & REFERENCE NO.</u>			
<u>BREATH ANALYZERS</u>			
1.	ALCOTEST	NO AWARD	
2.	ALCOTEST	\$6,495.00	7110 MK III-C

Guaranteed Delivery: 45 Days A-R-O

CONTRACTOR, ITEM 2: DRAEGER SAFETY DIAGNOSTICS, INC.

3.	ALCOTEST	\$7,375.00	9510
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Guaranteed Delivery: 100 Days A-R-O

CONTRACTOR, ITEM 3: DRAEGER SAFETY DIAGNOSTICS, INC.

4.	BAC DATA MASTER w-keyboard	\$4,861.00	71600-NY Option K
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Guaranteed Delivery: 30 Days A-R-O

CONTRACTOR, ITEM 4: NATIONAL PATENT ANALYTICAL SYSTEMS, INC.

(continued)

ACCESSORIES IN-BREATH ALCOHOL TESTING (Statewide)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
<u>LOT I - INSTRUMENTATION & REFERENCE NO.</u>			
<u>BREATH ANALYZERS</u> (Cont'd)			
5.	DATA MASTER w-keyboard large display and wet bath-dry gas compatibility, DMT	\$6,500.00	75001-NY
Guaranteed Delivery: 30 Days A-R-O			
CONTRACTOR, ITEM 5: NATIONAL PATENT ANALYTICAL SYSTEMS, INC.			
6.	INTOXILYZER w-keyboard 000566	\$5,573.00	5000 #000066
Guaranteed Delivery: 45 Days A-R-O			
CONTRACTOR, ITEM 6: CMI, INC.			
7.	INTOXILYZER w-keyboard	NO AWARD	5000 #0000698
8.	INTOXILYZER 001768STG	\$5,750.00	5000EN #001768N
Guaranteed Delivery: 45 Days A-R-O			
CONTRACTOR, ITEM 8: CMI, INC.			
9.	INTOXILYZER 002480STG	\$6,125.00	8000
Guaranteed Delivery: 45 Days A-R-O			
CONTRACTOR, ITEM 9: CMI, INC.			
<u>SCREENING DEVICES</u>			
10.	SCREENER 11-0050-00	\$ 282.00	A-S
Guaranteed Delivery: 30 Days A-R-O			
CONTRACTOR, ITEM 10: INTOXIMETERS, INC.			

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
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LOT I - INSTRUMENTATION & REFERENCE NO. (Cont'd)
SCREENING DEVICES (Cont'd)

11.	SCREENER 40-0010-00	\$ 309.00	AS-FST
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Guaranteed Delivery: 30 Days A-R-O

CONTRACTOR, ITEM 11: INTOXIMETERS, INC.

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
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12.	SCREENER 13-0360-10	\$ 650.00	AS IV
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Guaranteed Delivery: 30 Days A-R-O

CONTRACTOR, ITEM 12: INTOXIMETERS, INC.

13.	SCREENER FC-10-05-NY	\$ 386.25	FC-10
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Additional Tiered Pricing Offered for Item #13

# of Units	FC 10
1 to 4 Units	\$386.25
5 to 19 Units	\$365.00
20 Plus Units	\$345.00

Guaranteed Delivery: 15 Days A-R-O

CONTRACTOR, ITEM 13: LIFELOC TECHNOLOGIES, INC.

14.	SCREENER FC20-05-NY	\$ 596.25	FC-20
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Guaranteed Delivery: 15 Days A-R-O

CONTRACTOR, ITEM 14: LIFELOC TECHNOLOGIES, INC.

15.	SCREENER 001007K	\$ 320.00	S-D2
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Guaranteed Delivery: 30 Days A-R-O

CONTRACTOR, ITEM 15: CMI, INC.

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<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
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LOT I - INSTRUMENTATION & REFERENCE NO. (Cont'd)
SCREENING DEVICES (Cont'd)

16.	SCREENER 001042N	\$ 339.00	S-D5
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Guaranteed Delivery: 30 Days A-R-O

CONTRACTOR, ITEM 16: CMI, INC.

17.	SCREENER 8317900	\$ 399.95	6510
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Guaranteed Delivery: 45 Days A-R-O

CONTRACTOR, ITEM 17: DRAEGER SAFETY DIAGNOSTICS, INC.

18.	SCREENER 8318570	\$ 749.00	6810
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Guaranteed Delivery: 60 Days A-R-O

CONTRACTOR, ITEM 18: DRAEGER SAFETY DIAGNOSTICS, INC.

19.	SCREENER 8311990	\$ 439.95	7410
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Guaranteed Delivery: 60 Days A-R-O

CONTRACTOR, ITEM 19: DRAEGER SAFETY DIAGNOSTICS, INC.

20.	SCREENER HAND-HELD 8313690	\$ 649.00	7410 Plus
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Guaranteed Delivery: 60 Days A-R-O

CONTRACTOR, ITEM 20: DRAEGER SAFETY DIAGNOSTICS, INC.

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ACCESSORIES IN-BREATH ALCOHOL TESTING (Statewide)

LOT I - INSTRUMENTATION & REFERENCE NO.
SIMULATORS (ALL SIMULATORS MUST BE EQUIPPED WITH GLASS JARS)

21. **SIMULATOR** \$ 620.00 34C
 AS3410MT

Guaranteed Delivery: 30-45 Days A-R-O

CONTRACTOR, ITEM 21: GUTH LABORATORIES, INC.

22. **SIMULATOR** \$ 450.00 10-4
 AS1104MT

Guaranteed Delivery: 30-45 Days A-R-O

CONTRACTOR, ITEM 22: GUTH LABORATORIES, INC.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Per</u>	<u>Model</u>
<u>No.</u>		<u>Price</u>	<u>Pack</u>	<u>Number</u>

23.	SIMULATOR AS2110DR	\$ 795.00	210021	
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Guaranteed Delivery: 30-45 Days A-R-O

CONTRACTOR, ITEM 23: GUTH LABORATORIES, INC.

CONTRACTOR: **THE VENDOR REPCO MARKETING, INC. IS NO LONGER ON CONTRACT.**

LOT II – MOUTHPIECES

24.	Mouthpiece, One Piece, Solid Clear Plastic, with air inlet and outlet. Design must limit the transfer of moisture from breath sample to instrument. Free from Foreign Matter or Manufacturing Particles, Suitably Baffled. Shall be individually wrapped. Air outlet must be compatible for use with Data Master, DMT, Draeger 7110MK-III-C, and 9510. Also, compatible with 7410 Series.	\$.129	\$ 3.23	6825700
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Number of Units per Package: 25

Manufacturer: Draeger Safety Diagnostics

Guaranteed Delivery: 30 Days A-R-O

Minimum Order: 12 packages of 25 each

CONTRACTOR, ITEM 24: DRAEGER SAFETY DIAGNOSTICS, INC.

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Price</u> <u>Unit</u> <u>Price</u>	<u>Price</u> <u>Per</u> <u>Pack</u>	<u>Model</u> <u>Number</u>
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LOT II - MOUTHPIECES (Cont'd)

CONTRACTOR: **THE VENDOR BESTEST, INC. IS NO LONGER ON CONTRACT.**

25.	Mouthpiece (Restricted) - Open ended, cylindrical tube of uniform diameter, fully opened at one end and partially opened at the opposite end to restrict airflow, with an air tap along its length for sample passage into instrument. Units are free from foreign matter or manufacturing particles and is individually wrapped. Air tap is compatible for use with Alco-Sensor and Alco-Sensor III.	\$.10	\$25.00	23-0050-OC
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Number of Units per Package: 250
 Manufacturer: Intoximeters, Inc.
 Guaranteed Delivery: 10 Days A-R-O
 Minimum Order: 1 package of 250 each

CONTRACTOR, ITEM 25: INTOXIMETERS, INC.

26.	Mouthpiece - Plastic tube containing a check valve to allow air flow in on direction only. Units are free from foreign materials or manufacturing parties, and are individually wrapped. Design must allow for adequate breath sampling, and air outlet is compatible for use with Alco Sensor IV.	\$.22	\$55.00	23-0000-OC
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Number of Units per Package: 250
 Manufacturer: Intoximeters, Inc.
 Guaranteed Delivery: 10 Days A-R-O
 Minimum Order: 1 package of 250 each

CONTRACTOR, ITEM 26: INTOXIMETERS, INC.

(continued)

<u>Item</u> <u>No.</u>	<u>Price</u> <u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Per</u> <u>Pack</u>	<u>Model</u> <u>Number</u>
<u>LOT II - MOUTHPIECES</u> (Cont'd)				
27.	Mouthpiece - Cylindrical, plastic tube. Design must allow for adequate breath sampling. Must be free from foreign material and manufacturing particles, and shall be individually wrapped. Must contain air tap for sample air passage into instrument. Air tap must be compatible for use with Alco-Sensor FST.	\$.12	\$30.00	23-0120-00

Number of Units per Package: 250
 Manufacturer: Intoximeters, Inc.
 Guaranteed Delivery: 10 Days A-R-O
 Minimum Order: 1 package of 250 each

CONTRACTOR, ITEM 27: INTOXIMETERS, INC.

28.	Mouthpiece - One piece, cylindrical, plastic tube. Design must allow for adequate breath sampling. Must be free from foreign materials and manufacturing particles, and shall be individually wrapped. Must contain air tap for sample passage into instrument. Air tap must be compatible for use with SD-2 and SD-5.	\$.10	\$25.00	15030
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Number of Units per Package: 250
 Manufacturer: CMI, Inc.
 Guaranteed Delivery: 30 Days A-R-O
 Minimum Order: 1 package of 250 each

CONTRACTOR, ITEM 28: CMI, INC.

29.	Mouthpiece - One piece plastic tube with an air tap along its length for sample air passage into instrument. Units must be free from foreign materials and manufacturing particles, and shall be individually wrapped. Design must allow for adequate breath sampling and air tap must be compatible for use with FC-10 and FC-20.	\$.14	\$14.00	XC-MP-0001-NY
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Number of Units per Package: 100
 Manufacturer: Lifeloc Technologies, Inc.
 Guaranteed Delivery: 15 Days A-R-O
 Minimum Order: 3 packages of 100 each

CONTRACTOR, ITEM 29: LIFELOC TECHNOLOGIES, INC.

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ACCESSORIES IN-BREATH ALCOHOL TESTING (Statewide)

Item No.	Description	Unit Price	Per Pack	Model Number
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LOT II - MOUTHPIECES (Cont'd)

30.	Mouthpiece, individually wrapped, free from foreign matter, for use with 6510, 6810 & 7410 Series.	\$.18	\$18.00	681690
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Number of Units per Package: 100
 Manufacturer: Draeger Safety Diagnostics, Inc.
 Guaranteed Delivery: 30 Days A-R-O
 Minimum Order: 3 packages of 100 each

CONTRACTOR, ITEM 30: DRAEGER SAFETY DIAGNOSTICS, INC.

LOT III - REFERENCE STANDARD (Liquid)

31.	Reference Standard, Liquid 500 ML Case Lots Bottles-Case 16	\$94.40	\$	DM-XXX-NY
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AGENCY OPTION:
 500 ML REFERENCE STANDARD
 (LESS THAN CASE LOT-packaged 2 bottles-pack)
BID PRICES INCLUDES ALL SHIPPING CHARGES

2 - Btls.	\$13.25-btl.	\$26.50-2 pk.
4 - Btls.	\$11.73-btl.	\$46.92-4 pk.
6 - Btls.	\$10.63-btl.	\$63.78-6 pk.
8 - Btls.	\$ 9.67-btl.	\$77.36-8 pk.
10 - Btls.	\$ 8.77-btl.	\$87.70-10 pk.
12 - Btls.	\$ 7.85-btl.	\$94.20-12 pk.

Manufacturer: Guth Laboratories, Inc.
 Guaranteed Delivery: 30-45 Days A-R-O

CONTRACTOR, ITEM 31: GUTH LABORATORIES, INC.

LOT IV - REFERENCE STANDARD (Gas)

32.	DRY GAS CYLINDER 0.020% (1 cylinder – 103 liters-cylinder)	NO AWARD
33.	DRY GAS CYLINDER 0.080% (1 cylinder – 103 liters-cylinder)	NO AWARD
34.	DRY GAS CYLINDER 0.150% (1 cylinder – 103 liters-cylinder)	NO AWARD

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Model</u> <u>Number</u>
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LOT IV - REFERENCE STANDARD (Gas) (Cont'd)

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|-----|--|-----------------|--|
| 35. | DRY GAS
CYLINDER 0.200%
(1 cylinder – 103 liters-cylinder) | NO AWARD | |
| 36. | DRY GAS
CYLINDER 0.300%
(1 cylinder – 103 liters-cylinder) | NO AWARD | |

LOT V – DRY GAS CONVERSION COMPONENTS

- | | | | |
|-----|---|----------|-------|
| 37. | Upgrade Retro Kit
for Alcotest 7110 MKIII-C
for dry gas conversion
Kit includes appropriate:
1 each Solenoid
1 each Solenoid Plug
2 each Solenoid fittings
1 each 18” Piece of Viton tubing
1 each Hose barb “T”
1 each Metal Quick Disconnect, Male
1 each Extension Printed Circuit Board
1 each Dual Stage Regulator
1 each 20” piece of Tygon tubing
1 each Metal Quick Disconnect, female
Labor for hardware upgrade per 7110 =
1 hr Software development (1 Unit = 8 Min)
This is the total items needed for upgrade -
conversion kit for one 7110 unit. 12058 | \$723.00 | 12058 |
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Guaranteed Delivery: 30 Days A-R-O

CONTRACTOR, ITEM 37: DRAEGER SAFETY DIAGNOSTICS, INC.

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|-----|--|----------|-------|
| 38. | Dry Gas Regulators
(12 and 34 liter) for
103L Dry Gas Bottles
Draeger 12065 | \$357.00 | 12065 |
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Guaranteed Delivery: 45 Days A-R-O

CONTRACTOR, ITEM 38: DRAEGER SAFETY DIAGNOSTICS, INC.

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<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
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LOT V – DRY GAS CONVERSION COMPONENTS (Cont'd)

39.	Dry Gas Hose, Draeger 12079	\$ 16.30	12079
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Guaranteed Delivery: 45 Days A-R-O

CONTRACTOR, ITEM 39: DRAEGER SAFETY DIAGNOSTICS, INC.

40.	Dry Gas Bottle Clamp, Draeger 12151	\$ 24.00	12151
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Guaranteed Delivery: 45 Days A-R-O

CONTRACTOR, ITEM 40: DRAEGER SAFETY DIAGNOSTICS, INC.

41.	Tri Level System Organizer to hold Alcotest 7110 MK III-C Inc bracket 12162	\$380.00	12162
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Guaranteed Delivery: 60 Days A-R-O

CONTRACTOR, ITEM 41: DRAEGER SAFETY DIAGNOSTICS, INC.

Additional repair parts for Alcotest 7110 MK III-C

42.	Heated Breath Hose, Draeger 8314697	\$775.00	8314697
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Guaranteed Delivery: 75 Days A-R-O

CONTRACTOR, ITEM 42: DRAEGER SAFETY DIAGNOSTICS, INC.

43.	Fuel Cell, Draeger 6808455	\$189.00	6808455
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Guaranteed Delivery: 30 Days A-R-O

CONTRACTOR, ITEM 43: DRAEGER SAFETY DIAGNOSTICS, INC.

44.	Temperature Probe, Draeger 12025	\$279.00	12025
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Guaranteed Delivery: 75 Days A-R-O

CONTRACTOR, ITEM 44: DRAEGER SAFETY DIAGNOSTICS, INC.

(continued)

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. **CONTRACT PAYMENTS: (Cont'd)**

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.

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.

NOTE TO AGENCY:

When placing purchase orders against the contract(s) please forward the "Procurement Services Group Copy" of the purchase order to: Senior Mechanical Inspector - OGS Procurement Services Group, 37th Floor Tower Bldg., Empire State Plaza - Albany, NY 12242.

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.ny.gov).

EXTENSION OF USE:

These contracts 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.

(continued)

MINIMUM ORDER:

Minimum order shall be:

Lot I - Instrumentation, One (1) Unit

Lot II - Mouthpieces, 300 mouthpieces or Contractor's Standard Packaging

Lot III - Manufacturer's case packaging of 16 bottles or agency option.

Lot IV - NO AWARD

Lot V - Instrumentation, One (1) Unit

LOT I - Lot II, Contractor may elect to honor orders for less than the minimum order at the contractor's option, shipping costs from the contractor's address may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

DELIVERY:

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

Product is required as soon as possible.

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.

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated-Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the term of 5 years as stated herein.

ADDITION OF PRODUCTS:

New products will be considered for inclusion by awarded contractors during the contract term provided they are pertinent to the award descriptive and offered to the state at the same terms and conditions as in the original bid and at pricing or discounts to be reasonable and in the best interest of New York State.

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.

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.

(continued)

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.
Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.
Accessories and replacement products supplied, shall be compatible with the rest of the product.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$30,000.

INSTRUCTION OF PERSONNEL:

Within five business days of delivery of product, the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is operated and operator maintained so as to perform to the full extent of its design capabilities. Agency shall designate personnel which are to receive instruction.

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 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 or Catalog Number</u>	<u>Product- Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</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.

(continued)

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT (Cont'd):

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.

(continued)

**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, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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