

COMMONWEALTH OF VIRGINIA

DIVISION OF PURCHASES AND SUPPLY
805 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT CHANGE - Changes Appear in Red

- 1. DATE ..... October 20, 2010
2. COMMODITY NAME ..... HAZARDOUS INCIDENT RESPONSE EQUIPMENT
3. CONTRACT NUMBER: . 257HIRE-60 also see individual vendor contract numbers starting on Page 4
4. CONTRACT PERIOD ..... June 1, 2010 through May 31, 2015
5. SUPERSEDES .....N/A
6. AUTHORIZED USERS: Commonwealth of Virginia, It's State Agencies, Institutions, Boards, Authorities, Commissions, Public Bodies and other entities authorized to use DPS contracts by the Code of Virginia
7. CONTRACTORS' FEIN NUMBER..... SEE ATTACHED
8. CONTRACTORS ..... SEE ATTACHED
9. CONTRACTORS' PHONE NUMBER ..... SEE ATTACHED
10. TERMS ..... SEE ATTACHED
11. DELIVERY ..... SEE ATTACHED
12. F.O.B. .... SEE ATTACHED
13. MINIMUM ORDER.....\$100.00
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Betsy Bratton, CPPB, VCO
betsy.bratton@dgs.virginia.gov
Phone: (804) 786-3854
Fax: (804) 786-5413
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps.
16. NOTICE TO ALL STATE AGENCIES: This is an optional use contract for all State Agencies in the purchase of any commodity listed herein.
17. Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: Betsy Bratton
Statewide Contract Officer

## I. INFORMATION

This contract was bid in conjunction with the National Association of State Procurement Officials (NASPO) and State of New York, Executive Department, Office of General Services, Procurement Services Group and is open to any State, and its eligible entities, in the continental United States that wish to participate. On April 20, 2006 The Commonwealth of Virginia informed New York of our desire to participate in their contract # 19745.

Contracts were awarded for equipment that will qualify for Homeland Security Grant Funding (SHSP) and the Law Enforcement Terrorism Prevention Program (LETPP) funding. See [Office of Domestic Preparedness funding guidelines](http://www.ojp.usdoj.gov/odp/grants_programs.htm/). ([http://www.ojp.usdoj.gov/odp/grants\\_programs.htm/](http://www.ojp.usdoj.gov/odp/grants_programs.htm/))

It should be noted that there is equipment available on these contracts that may be used for emergency response related activities but does not qualify for grant funding.

Vendors able to supply items that fulfill 6 of the SHSP and LETPP 13 approved categories listed herein are awarded as Level One Contractors.

Level Two bidders carry a smaller more specialized catalog offering. This is meant to take into account those smaller distributors or manufacturers that specialize in certain commodity lines.

**Note: Not all contractors listed on the New York contract appear on the Virginia contract. Only those contractors who have agreed to sign a Virginia Participating Addendum are listed on the Virginia contract.**

Authorized equipment including the following categories is available:

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Search and Rescue Equipment
4. Detection Equipment
5. Decontamination Equipment
6. Physical Security Enhancement Equipment
7. Terrorism Incident Prevention Equipment
8. CBRNE Logistical Support Equipment
9. Medical Supplies
10. CBRNE Reference Materials
11. Agricultural Terrorism Prevention, Response and Mitigation Equipment
12. Intervention Equipment
13. Other Authorized Equipment Offering is not limited to the categories as listed above, equipment filling additional authorized categories is offered

## II. DEFINITIONS:

Authorized Equipment- Equipment that the Federal Government has accepted as suitable for purchase using Federal Grant Domestic Preparedness monies. Current lists of categories are available at [Office of Domestic Preparedness funding guidelines](http://www.ojp.usdoj.gov/odp/grants_programs.htm) - [http://www.ojp.usdoj.gov/odp/grants\\_programs.htm](http://www.ojp.usdoj.gov/odp/grants_programs.htm)

For questions regarding the procurement of equipment authorized under the Office of Domestic Preparedness grant guidelines, please refer to the Responder Knowledge Base website; <http://www2.rkb.mipt.org/> . The website has links to all of the current and prior year AEL (authorized equipment list) as determined by ODP

Certified Equipment - Equipment that has been tested and meets appropriate industry standards that have been set by the government or other professional organizations such as NFPA- National Fire Prevention Association, UL - Underwriters lab, etc. For questions regarding the procurement of equipment certified under the Office of Domestic Preparedness grant guidelines please refer to the Responder Knowledge Base website; <http://www2.rkb.mipt.org/>

### **III. HOW TO USE THIS CONTRACT:**

Either Level I or Level II dealers may be chosen (Level II vendors- manufacturers or smaller distributors with a narrower offering). The basis for selection among multiple contracts at the time of purchase shall be the most economical alternative that meets form, function, and utility unless there are overriding practical issues, and should be in the best interests of the States, taking into consideration:

- ◆ Form, function and utility needs of the purchaser
- ◆ Price
- ◆ Overhead associated with storage and inventory of the goods
- ◆ Note that construction costs are not covered under installation in this award

It is recommended that contract users shop wisely:

1. **NOTE:** If a purchase is being made using Homeland Security or Law Enforcement Terrorism Prevention Federal Grant monies, end-users must notify vendor at time of ordering (place information on Purchase Order) that these funds are being used. This is required to enable vendors to meet Federal grant tracking requirements.
2. If you are purchasing a large volume of a specific piece of equipment or costly item and know the manufacturer of the product, you may want to go to the manufacturer line spreadsheet. See Summary page at <http://www.ogs.state.ny.us/purchase/spg/awards/3823219745CAN.HTM> . This sheet lists the manufacturer line carried by each vendor. Obtain pricing from more than one vendor if possible and compare.
3. If you do not have a specific manufacturer item in mind, go to section of this award that lists the types of equipment offered by vendors – starting on page 8 for list of **Virginia** contractors and equipment categories offered.
4. Go to vendor web-site to view equipment handled or contact contractors for copies of the catalogs with the equipment specified herein. Contact contractor to set up account and registration for entry into contractor's website for those vendors that have listed this service on their award pages if you wish to access their web catalog for these contracts.
5. Select vendors offering the type of equipment you wish to purchase. A price list is included in this award for each vendor so that you may check pricing. The following link will take you to the contractor's pricing pages on the New York State contract page:  
<http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745Price.htm>
6. Compare pricing and availability of items you wish to purchase. If you are purchasing or expect to purchase a large quantity of any one item or a large quantity of items from any one manufacturers' line during the course of one year, contact vendor contract administrator (name listed on vendor page to expedite contract purchases) and request additional discounts
7. It is recommended that end-users seek pricing from more than one vendor especially if they are purchasing large amounts of goods for a high dollar amount.
8. Purchase from the vendor meeting your equipment needs who has offered the best pricing on the majority of the equipment (the highest dollar value) being ordered.
9. In case of emergency go to the vendor able to supply the equipment in the most timely manner.
10. Choose the most cost effective option meeting your needs; document your choice and proceed with the purchase.

#### **NOTE:**

- Certain equipment must be certified to be purchased with Federal Homeland Defense monies. Vendors listed below have supplied listings of the certified equipment they carry, along with the item numbers. Each vendor list is available under link on vendor page along with accepted price list.
- These contracts are not limited to authorized equipment only. If using Federal Homeland Defense funds end-users should check to be sure equipment they wish to purchase under this contract is authorized.

### **IV. INSTRUCTIONS**

#### **1. Orders.**

- A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA

- B. If this contract is authorized for use by localities (see line item 6, page 1), Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.
2. The applicable Individual Contractor's Number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
  3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
  4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).
  5. Price Adjustments. During the current term of the contract, price escalation may be allowed based on the terms and conditions of NYS/NASOP Cooperative Contract.

**V. VENDOR INFORMATION**

**NOTE: See individual contract items to determine actual awardees.**

<b><u>VIRGINIA</u></b>	<b>Note: Use the Virginia Contract number on all purchase orders.</b>		
<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
257PC61998-60	308 SYSTEMS, INC. 4389 Roaring Fork Dr. Loveland, CO 80538	970-282-7006 Mark Lueker Fax No.: 970-282-7015 E-Mail: <a href="mailto:mlueker@308systems.com">mlueker@308systems.com</a> Web Site: <a href="http://www.308systems.com">www.308systems.com</a>	330800789
257PC62198-60	AHURA SCIENTIFIC, INC. 46 Jonspin Road Wilmington, MA 01887	978-657-5555 Doug Keelan Fax No.: 978-657-5921 E-Mail: <a href="mailto:dkeelan@ahurascientific.com">dkeelan@ahurascientific.com</a> Web Site: <a href="http://www.ahurascientific.com">www.ahurascientific.com</a>	010650031
257PC61962-60	ARAMSCO, INC. 1480 Grandview Avenue Thorofare, NJ 08086  DISC.: 1%-15 Days	800-767-6933, Ext 7753 856-686-7753 Donna McQuade Fax No.: 856-686-7249 E-Mail: <a href="mailto:dmcquade@aramsco.com">dmcquade@aramsco.com</a>	841674268
257PC62116-60	ARROW - TECH, INC. 417 Main Ave. West Rolla, ND 58367-1240  DISC.: 1-4% - Net 10	877-477-6461 701-477-6461, Ext. 135 Perry LaFountain Fax No.: 701-477-6464 E-Mail: <a href="mailto:perry@arrowtechinc.com">perry@arrowtechinc.com</a> Web Site: <a href="http://www.arrowtechinc.com">www.arrowtechinc.com</a>	911750431
257PC61961-60	ATLANTIC DIVING SUPPLY, INC. D-b-a: ADS, INC. 621 Lynnhaven Parkway, Suite 400 Virginia Beach, VA 23452 (See ADS award pages for ordering info)	800-948-9433 757-963-8748 Brad Anderson Fax No.: 757-440-3009 E-mail: <a href="mailto:banderson@adsinc.com">banderson@adsinc.com</a> Web Site: <a href="http://www.adstactical.com">www.adstactical.com</a>	541867268

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257PC62199-60 DMBE certified Small	ATLANTIC NUCLEAR CORP. 1020 Turnpike St. #9 Canton, MA 02021	800-878-9118 781-828-9118 John P. Anderson Fax No.: 888-440-1319 781-828-1319 E-Mail: <a href="mailto:manc@att.net">manc@att.net</a> Web Site: <a href="http://www.atlanticnuclear.com">www.atlanticnuclear.com</a>	042738197
257PC62003-60	BETTER POWER, INC. d/b/a BETTER LIGHT & POWER 2140 West Henrietta Rd. Rochester, NY 14623  DISC.: .25% - 15 Days	800-475-1321 585-475-1321 Catherine S. Henn Fax No.: 800-475-4448 585-424-1190 E-Mail: <a href="mailto:cathy@betterpoweronline.com">cathy@betterpoweronline.com</a> Web Site: <a href="http://www.betterpower.us">www.betterpower.us</a>	161422551
257PC62119-60	ELSAG NORTH AMERICA, LLC 205-H Creek Ridge Road Greensboro, NC 27406  DISC.: 2% - 15 Days 1% - 30 Days	866-967-4900 336-379-7135 Sherri Corder Fax No.: 336-379-7164 E-Mail: <a href="mailto:sherri.corder@elsagna.com">sherri.corder@elsagna.com</a> Web Site: <a href="http://www.elsagna.com">www.elsagna.com</a>	800119568
257PC62000-60	FARBER SPECIALTY VEHICLES 7052 Americana Pkwy Reynoldsburg, OH 43068	800-331-3188 614-863-6470 Ken Farber Fax No.: 614-759-2098 E-Mail: <a href="mailto:kfarber@farberspecialty.com">kfarber@farberspecialty.com</a> Web Site: <a href="http://www.farberspecialty.com">www.farberspecialty.com</a>	412043544
257PC62200-60	FERNO WASHINGTON, INC. 70 Weil Way Wilmington, OH 45177	800-733-3766, Ext. 1222 937-283-2822 Becky Jenkins Fax No.: 937-283-3622 E-Mail: <a href="mailto:bjenkins@ferno.com">bjenkins@ferno.com</a> Web Site: <a href="http://www.ferno.com">www.ferno.com</a>	310595222
257PC61963-60 DMBE certified Small, Minority	FIRST LINE TECHNOLOGY, LLC 3656 Centerview Drive, Suite 4 Chantilly, VA 20151	866-556-0517, EXT. 121 703-955-7510 Amit Kapoor Fax No.: 703-955-7540 E-Mail: <a href="mailto:akapoor@firstlinetech.com">akapoor@firstlinetech.com</a> Web Site: <a href="http://www.firstlinetech.com">www.firstlinetech.com</a>	200247713
257PC61964-60	FISHER SCIENTIFIC CO. LLC 2000 Park Lane Drive Pittsburgh, PA 15275	800-955-9999 412-490-1178 Cory Zamboni Fax No.: 412-490-1026 E-Mail: <a href="mailto:cory.zamboni@thermofisher.com">cory.zamboni@thermofisher.com</a> Web Site: <a href="http://www.fishersci.com">www.fishersci.com</a>	232942737

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257PC62001-60	GLOBAL PROTECTION USA, INC 444 Kelley Drive West Berlin, NJ 08091	800-957-8955 856-768-2911 Lou Schiliro Fax No.: 856-768-2922 E-Mail: <a href="mailto:lou@globalprotectionusa.com">lou@globalprotectionusa.com</a> Web Site: <a href="http://www.protectivesuits.com">www.protectivesuits.com</a>	203495467
257PC62314-60 DMBE certified Small	GOVERNMENT SCIENTIFIC SOURCE 12351 Sunrise Valley Drive Reston, VA 20191-3415	800-248-8030, Ext.173 703-880-5034 Alexandra Baraheni Fax No.: 703-734-1803 E-Mail: <a href="mailto:abaraheni@govsci.com">abaraheni@govsci.com</a> Web Site: <a href="http://www.govsci.com">www.govsci.com</a>	541607358
257PC62202-60	GUARD LINE FIRE & SAFETY, INC. 75 Main Ave. Elwood Park, NJ 07407	201-475-6600, Ext. 47 Wayne Dora Fax No.: 201-703-8180 E-Mail: <a href="mailto:wdora@guardlinefire.com">wdora@guardlinefire.com</a> Web Site: <a href="http://www.guardlinefire.com">www.guardlinefire.com</a>	352163709
257PC61965-60 DMBE certified Woman	LAURUS SYSTEMS, INC. 3460 Ellicott Center Drive Suite 101 Ellicott City, MD 21043	866-465-5558 410-465-5558 Laura Lynch Fax No.: 410-465-5257 E-Mail: <a href="mailto:lauralynch@laurussystems.com">lauralynch@laurussystems.com</a> Web Site: <a href="http://www.laurussystems.com">www.laurussystems.com</a>	522326481
257PC61966-60	MAR-VEL INTERNATIONAL, INC. 7115 Airport Hwy. Pennsauken, NJ 08109  DISC.: 1-2%-15 Days	800-325-5711 ext. 141 856-488-4499 ext. 141 Noelle Irish Fax No.: 856-488-4343 E-Mail: <a href="mailto:nirish@mar-vel.com">nirish@mar-vel.com</a> Web Site: <a href="http://www.mar-vel.com">www.mar-vel.com</a>	222854453
257PC62205-60	NABCO, INC. 1001 Corporate Dr., Suite 205 Canonsburg, PA 15317  DISC.: 1-2% - 15 Days	724-746-9617 Randy Markey Fax No.: 724-746-9709 E-Mail: <a href="mailto:randy@nabcoinc.com">randy@nabcoinc.com</a> Web Site: <a href="http://www.nabcoinc.com">www.nabcoinc.com</a>	251534103
257PC62316-60	PROMARK INTERNATIONAL, INC. 720 Montauk Highway Copiague, NY 11726	800-645-4443 631-226-1541 Pat Baron Fax No.: 631-226-1259 E-Mail: <a href="mailto:promarkpat@aol.com">promarkpat@aol.com</a> Web Site: <a href="http://www.publicsafetymall.com">www.publicsafetymall.com</a>	113303452
257PC61968-60	RAE SYSTEMS, INC. 3775 North First Street San Jose, CA 95134	877-723-2878 856-986-8517 Bob Ladzinski Fax : 609-770-3416 E-Mail: <a href="mailto:rladzinski@raesystems.com">rladzinski@raesystems.com</a> Web Site: <a href="http://www.raesystems.com">www.raesystems.com</a>	770280662

**VIRGINIA****Note: Use the Virginia Contract number on all purchase orders.**

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257PC62120-60	SAFEWARE, INC. 3200 Hubbard Road Landover, MD 20785	800-331-6707, Ext. 188 301-683-1212 Ext. 188 Cathy Jones Fax No.: 301-683-1240 E-Mail: <a href="mailto:cjones@safewareinc.com">cjones@safewareinc.com</a> Web Site: <a href="http://www.safewareinc.com">www.safewareinc.com</a>	521152883
257PC62121-60	SCIENCE APPLICATIONS INTERNATIONAL CORP. (SAIC) 3465 Box Hill corporate Center Drive Abingdon, MD 21009	443-402-2664 Susan E. Banks Fax No.: 443-402-2770 E-Mail: <a href="mailto:susan.e.banks@saic.com">susan.e.banks@saic.com</a>	953630868
257PC62007-60	SMITHS DETECTION, INC. 60A Columbia Road Contracts Morristown, NJ 07960	973-496-9200 973-496-9351 Patricia Morse Fax No.: 973-496-9300 E-Mail: <a href="mailto:patricia.morse@smithsdetection.com">patricia.morse@smithsdetection.com</a> Web Site: <a href="http://www.smithsdetection.com">www.smithsdetection.com</a>	223552823
257PC62008-60	THERMO EBERLINE LLC d-b-a ThermoFisher Scientific 27 Forge Parkway. Franklin, MA 02038	800-274-4212 508-553-1582 Ray Lowe Fax No.: 508-520-2815 E-Mail: <a href="mailto:ray.lowe@thermofisher.com">ray.lowe@thermofisher.com</a> Web Site: <a href="http://www.thermo.com">www.thermo.com</a>	043463209
257PC62317-60	TOUGH TRAVELER LTD 1012 State Street Schenectady, NY 12307  DISC.: 2.5% - 30 Days	800-468-6844 518-377-8526 Nancy Gold Fax No.: 518-377-5434 E-Mail: <a href="mailto:toughtraveler@aol.com">toughtraveler@aol.com</a> Web Site: <a href="http://www.toughtraveler.com-remed.asp">www.toughtraveler.com-remed.asp</a>	141612562
257PC61970-60	VWR INTERNATIONAL 2039 Center Square Road Bridgeport, NJ 08014	800-348-6388 ext.1053 678-288-3160 Joan Skinner Fax No.: 484-881-5780 E-Mail: <a href="mailto:eastem&amp;r@vwr.com">eastem&amp;r@vwr.com</a> Web Site: <a href="http://www.vwr.com">www.vwr.com</a>	911319190
257PC62207-60	THE YODOCK WALL CO., INC. 900 Patterson Drive PO Box 354 Bloomsburg, PA 17815	888-496-3625 954-931-5247 Kathleen Yodock Fax No.: 570-380-2859 E-Mail: <a href="mailto:kathleen@yodock.com">kathleen@yodock.com</a> Web Site: <a href="http://www.yodock.com">www.yodock.com</a>	650699527

**VI. EQUIPMENT-VIRGINIA VENDOR LISTING**

<i>Category</i>	<i>Sub Group</i>	<i>Offered by the following Level I Virginia Contractors</i>	<i>Offered by the following Level II Virginia Contractors</i>
<b>1. Personal Protective Equipment</b>	Level A	Aramco, Inc. Fisher Scientific Company, LLC Global Protection USA, Inc. Government Scientific Source Mar-Vel International, Inc. Safeware, Inc. VWR International	Ferno Washington
	Level B	Aramco, Inc. First Line Technology, LLC Fisher Scientific Company, Inc. Global Protection USA, Inc. Government Scientific Source Guardline Mar-Vel International Inc. Safeware, Inc. VWR International	Ferno Washington
	Level C	Aramco, Inc. First Line Technology, LLC Fisher Scientific Company, LLC Global Protection USA, Inc. Government Scientific Source Guardline Mar-Vel International, Inc. Safeware, Inc. VWR International	Ferno Washington
	Level D	Aramco, Inc. First Line Technology, LLC Fisher Scientific company, LLC Global Protection USA, Inc. Government Scientific Source Guardline Mar-Vel International, Inc. Safeware, Inc. VWR International	
<b>2. Explosive Device Mitigation and Remediation Equipment</b>		ADS, Inc. Aramco, Inc. First Line Technology, LLC Fisher Scientific Company, LLC Government Scientific Source Guardline Mar-Vel International, Inc. Promark Int. Safeware, Inc.	Nabco Inc. SAIC Thermo Eberline LLC
<b>3. CBRNE Search and Rescue Equipment</b>		ADS, Inc. Aramco, Inc. First Line Technology, LLC Fisher Scientific Company, LLC Global Protection USA, Inc. Guardline Mar-Vel International, Inc. Promark Int. Safeware, Inc.	Ferno Washington RAE Systems, Inc. Thermo Eberline LLC
<b>4. Detection Equipment</b>	Chemical	ADS, Inc. Aramco, Inc. Fisher Scientific Company, LLC Global Protection USA, Inc. Government Scientific Source Guardline Safeware, Inc. VWR International	Ahura Laurus Systems, Inc. RAE Systems, Inc. SAIC Smiths Detection, Inc. Thermo Eberline LLC
	Biological	Aramco, Inc. Fisher Scientific Company, LLC Global Protection USA, Inc. Government Scientific Source Guardline Safeware, Inc.	Laurus Systems, Inc. Smiths Detection, Inc.
	Radiological	Aramco, Inc. Fisher Scientific Company, LLC Global Protection USA, Inc.	Atlantic Nuclear Arrow- Tech, Inc Laurus Systems, Inc.

<i>Category</i>	<i>Sub Group</i>	<i>Offered by the following Level I Virginia Contractors</i>	<i>Offered by the following Level II Virginia Contractors</i>
		Government Scientific Source Safeware, Inc. VWR International	RAE Systems, Inc. Smiths Detection, Inc. Thermo Eberline LLC
<b>5. Decontamination Equipment</b>	Chemical	AramSCO, Inc. Fisher Scientific Company, LLC Global Protection USA, Inc. Government Scientific Source Guardline Mar-Vel International, Inc. Safeware, Inc. VWR International	Arrow- Tech, Inc. Ferno Washington RAE Systems, Inc.
	Biological	AramSCO, Inc. Fisher Scientific Company, LLC Global Protection USA, Inc. Government Scientific Source Guardline Mar-Vel International, Inc. Safeware, Inc. VWR International	
<b>6. Physical Security Enhancement Equipment</b>	Surveillance	AramSCO, Inc. Fisher Scientific Company, LLC Mar-Vel International, Inc. Promark Int. VWR International	Laurus Systems, Inc. Elsag North America LLC Smiths Detection, Inc.
	Sensors	AramSCO, Inc. Fisher Scientific Company, LLC Global Protection USA, Inc. Government Scientific Source Mar-Vel International Inc.	RAE Systems, Inc. Thermo Eberline LLC
	Inspection Detection Systems	ADS, Inc. AramSCO, Inc. Fisher Scientific Company, LLC Government Scientific Source MarVel International, Inc. Promark Int. Safeware, Inc.	Ahura Laurus Systems, Inc. SAIC Smiths Detection, Inc
	Explosion Protection	Fisher Scientific Company, LLC Global Protection USA, Inc. Mar-Vel International, Inc. Promark Int.	Smiths Detection, Inc.
	Self Monitoring Sensors and Alarms	AramSCO, Inc. Fisher Scientific Company, LLC Government Scientific Source MarVel International, Inc. Safeware, Inc.	Laurus Systems, Inc. Smiths Detection, Inc.
<b>7. Terrorism Incident Prevention Equipment</b>		ADS, Inc. AramSCO, Inc. Global Protection USA, Inc Government Scientific Source Safeware, Inc.	ELSAG North America LLC SAIC Smiths Detection, Inc. Thermo Eberline LLC
<b>8. CBRNE Logistical Support Equipment</b>		ADS, Inc. AramSCO, Inc. First Line Technology, LLC Fisher Scientific Company, LLC Global Protection USA, Inc. Government Scientific Source Guardline Mar-Vel International Inc. Promark Int. Safeware, Inc. VWR International	RAE Systems, Inc.
<b>9. Medical Supplies</b>	General	ADS, Inc. AramSCO, Inc. First Line Technology, LLC Fisher Scientific Company, LLC Global Protection USA, Inc. Guardline Mar-Vel International, Inc. Safeware, Inc. VWR International	
	Auto	Global Protection, LLC	

<i>Category</i>	<i>Sub Group</i>	<i>Offered by the following Level I Virginia Contractors</i>	<i>Offered by the following Level II Virginia Contractors</i>
	injectors		
<b>10. CBRNE Reference Materials</b>		AramSCO, Inc. Fisher Scientific Company, LLC Mar-Vel International, Inc. Safeware, Inc. VWR International	
<b>11. Agricultural Terrorism Response and Mitigation Equipment</b>	Diagnostic	AramSCO, Inc. Safeware, Inc. VWR International	
	Cleaning, Disinfection-Fumigation	Global Protection USA, Inc. Mar-Vel International Inc. Safeware, Inc. VWR International	
	Disposal Equipment and Supplies	AramSCO, Inc. Global Protection USA, Inc. Mar-Vel International, Inc. Safeware, Inc. VWR International	
	Burning, Incinerating Supplies		
	General	AramSCO, Inc. Safeware, Inc. VWR International	
<b>12. Intervention Equipment</b>		ADS, Inc. AramSCO, Inc. Fisher Scientific Company, LLC Guardline Mar-Vel International, Inc. Promark Int.	Thermo Eberline LLC
<b>13. Other Authorized Equipment</b>		AramSCO First Line Technology, LLC Fisher Scientific Company, LLC Government Scientific Source Guardline Mar-Vel International Inc.	308 Systems, Inc. Farber Specialty Vehicles Nabco, Inc. Better Power d/b/a Better Light and Power RAE Systems, Inc. Elsag North America LLC Tough Traveler Yodock Wall Company

**VII. CONTRACTOR ABSTRACTS** – BEGIN ON NEXT PAGE, LISTED ALPHABETICALLY BY COMPANY NAME.

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>308 SYSTEMS, INC.</b>	
<b>Participating in Multistate contract:</b>	Yes	
<b>Catalog or Equipment offered:</b>	Manufacturer's Mobile Communication Package	
<b>Applicable pages:</b>	All	
<b>Exclusions:</b>	None	
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>		
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes	
<b>Shipping on minimum order:</b>	Shipping costs will be added in accordance with the "Minimum Order" clause	
<b>Volume Discount:</b>	Eleven or more TacPac units on a single P.O. - additional 10% discount	
<b>Orders should be directed to:</b> Name: Mark Lueker Phone: 970-282-7006 Note: Vendor will accept collect calls regarding contract Fax: 970-282-7015 E-mail: <a href="mailto:mlueker@308systems.com">mlueker@308systems.com</a>		
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 9 AM-5 PM CST Name: Mark Lueker Phone: 970-282-7006 Fax: 970-282-7015 Cell phone: 970-215-0043 E-mail: <a href="mailto:mlueker@308systems.com">mlueker@308systems.com</a>		
<b>Additional services offered by contractor to contract users at no added cost:</b>	None offered	
<b>Vendor offers:</b>		
<b>Maintenance</b>	Not offered	
<b>Calibration</b>	Not offered	
<b>Service</b>	Not offered	
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes	
<b>Discount for use of NY State credit card:</b>	None	
<b>Guaranteed Delivery</b>	60 days A-R-O	
<b>Electronic Access Ordering Offered:</b>	Yes	
<b>Price list available on web:</b>	Approved price list contained herein	
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None	
<b>Company Website</b>	<a href="http://www.308systems.com">www.308systems.com</a>	

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>ADS, Inc. (contract assignment to Mar-Vel pending)</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or equipment offered:</b>	ADS and multiple manufacturer offering, contact vendor for copies of catalog
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None taken
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes, will accept orders for less than the \$100 minimum order.
<b>Shipping on minimum order:</b>	For orders less than \$100 shipping will be added in accordance with "Minimum Order" Clause
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.
<b>Orders should be directed to:</b> MAR-VEL INTERNATIONAL, INC. 7115 Airport Highway Pennsauken, NJ 08109 FED ID - 222854453 856-488-4499, EXT. 141 856-488-4343 FAX Noelle Irish EMAIL : <a href="mailto:nirish@mar-vel.com">nirish@mar-vel.com</a> Web Site: <a href="http://www.mar-vel.com">www.mar-vel.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 8:00-5:00 Name: Brad Anderson  Cell phone: 757-376-2542 E-mail: <a href="mailto:banderson@adsinc.com">banderson@adsinc.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None offered
<b>Vendor offers:</b>	
<b>Service</b>	Not offered
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None offered
<b>Guaranteed Delivery:</b>	In 30 days A-R-O
<b>Electronic Access Ordering Offered:</b>	Yes, contact vendor for information
<b>Price list available on web:</b>	Approved price list contained herein
<b>Company Website:</b>	<a href="http://www.adstactical.com">www.adstactical.com</a>
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Ahura Corporation</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Equipment-Catalog offered:</b>	Ahura Corporation March 25, 2005 - First Defender
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	No
<b>Shipping on minimum order:</b>	N-A
<b>Volume Discount:</b>	VOLUME PRICING - applies to more than one unit listed on a single purchase order: 2% additional for multiple units (total of 5% discount)
<b>Orders should be directed to:</b> Name: Doug Keelan Phone: 978-657-5555 Fax: 978-657-5921 E-mail: <a href="mailto:dkeelan@ahurascientific.com">dkeelan@ahurascientific.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 9AM-6PM Name: Doug Keelan Phone: 978-657-5555 Cell Phone: 978-657-5555 Fax: 978-657-5921 E-mail: <a href="mailto:dkeelan@ahurascientific.com">dkeelan@ahurascientific.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not presently under contract
<b>Calibration</b>	Not presently under contract
<b>Service</b>	Not presently under contract
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	60 days A-R-O
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.ahuracorp.com">www.ahuracorp.com</a>

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>AramSCO, Inc.</b>
<b>Participating in Multistate contract:</b>	<b>Yes</b>
<b>Catalog-Equipment offered:</b>	<b>AramSCO March 2005</b>
<b>Applicable pages:</b>	<b>All</b>
<b>Exclusions:</b>	<b>None taken</b>
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order:</b>	Yes, will accept orders for less than the \$100 minimum order.
<b>Shipping on minimum order:</b>	For orders less than \$100 shipping will be pre paid and added as in minimum order clause
<b>Volume Discount:</b>	<p><b>Conditions: Volume pricing-</b>                      For single order to one location-                      \$100,000-\$250,000- 1% additional                      \$250,000-\$500,000- 2% additional                      \$500,000- up -3% additional</p> <p>For agency aggregate purchase-for traceable ordering agency-cumulative totals begin Jan 1 of each year. Sales under volume price breaks above do not apply. Extra discount applied after total aggregate sales threshold is achieved                      \$1,000,000-\$2,500,000-1%                      \$2,500,000-\$5,000,000-2%                      \$5,000,000 -up- 3%</p> <p>For aggregate statewide purchases:                      cumulative totals begin Jan 1 of each year. Sales under volume price breaks above do not apply. Extra discount applied after total aggregate sales threshold is achieved                      \$25,000,000-\$50,000,000-1%                      \$50,000,000-\$75,000,000-2%                      \$75,000,000 and up - 3%</p>
<p><b>Orders should be directed to:</b>                      Name: Donna McQuade                      Toll free: 800-767-6933, Ext. 7753                      Phone: 856-686-7753                      Fax: 856-686-7249                      E-mail: <a href="mailto:dmcquade@aramsco.com">dmcquade@aramsco.com</a></p>	<p><b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b>                      Normal Business hours: 7:30 AM-6:00 PM <b>EST</b>                      Name: Charlie Meurisse                      Fax: 856-686-7297                      Cell: 609-970-9001                      E-mail: <a href="mailto:cmeurisse@aramsco.com">cmeurisse@aramsco.com</a></p>
<b>Additional services offered by contractor to contract users:</b> None offered	
<b>Vendor offers:</b>	
<b>Service</b>	Not offered
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None offered
<b>Guaranteed Delivery</b>	Varies by item
<b>Electronic Access Ordering Offered:</b>	Yes, contact vendor for information
<b>Company Website:</b>	<a href="http://www.aramsco.com">www.aramsco.com</a>
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	1%

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Arrow-Tech, Inc.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or equipment offered:</b>	New York 19745 05-04-05 Items as listed on price list
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Shipping costs will be added in accordance with the "Minimum Order" clause.
<b>Volume Discount:</b>	Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.
<b>Orders should be directed to:</b> Name: Perry LaFountain Phone: 877-477-6461, Ext. 135 701-477-6461, Ext. 135 Fax: 701-477-6464 E-mail: <a href="mailto:perry@arrowtechinc.com">perry@arrowtechinc.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: Mon-Fri 8:00AM-4:30PM Name: Carol James Fax: 701-477-6464 Cell phone:701-550-1282 E-mail: <a href="mailto:carol@arrowtechinc.com">carol@arrowtechinc.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None offered
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Service</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None offered
<b>Guaranteed Delivery</b>	7-150 days A-R-O depending on item
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 10 days of delivery and or receipt of voucher</b>	1/4%
<b>Company Website</b>	<a href="http://www.arrowtechinc.com">www.arrowtechinc.com</a>

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Atlantic Nuclear Corp.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Equipment-Catalog offered:</b>	Ludlum, Teletrix, MCA, Dositec, ANC
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Shipping will be added in accordance with the "Minimum Order" Clause
<b>Volume Discount:</b>	VOLUME PRICING-PRICE BREAKS for single order to one location: For Ludlum products with quantity >40 units, total discount is 4%
<b>Orders should be directed to:</b> Name: John P. Anderson Phone: 800-878-9118 781-828-9118 Fax: 888-440-1319 781-828-1319 E-mail: <a href="mailto:anc@att.net">anc@att.net</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: 24-7 Name: John P. Anderson Phone: 800-878-9118 781-828-9118 781-828-0434 Fax: 888-440-1319 781-828-1319 Cell phone:781-630-2979 E-mail: <a href="mailto:anc@att.net">anc@att.net</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	
<b>Vendor offers:</b>	
<b>Maintenance</b>	Yes, 15% off of list
<b>Calibration</b>	Yes, 15% off of list
<b>Service</b>	Yes, 15% off of list
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	45 days A-R-O
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.atlanticnuclear.com">www.atlanticnuclear.com</a>

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Better Power Inc. d-b-a Better Light and Power</b>	
Participating in Multistate contract:	<b>Yes</b>	
Catalog or equipment offered:	<b>Better Light and Power Generac generators as listed on price list 3-26-05</b>	
Applicable pages:	<b>All</b>	
Exclusions:	<b>None</b>	
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>		
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	No	
<b>Shipping on minimum order:</b>	N-A	
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.	
<b>Orders should be directed to:</b>		
Name: Catherine S. Henn Phone: 800-475-1321 585-475-1321 Fax: 800-475-4448 585-424-1190 E-mail: <a href="mailto:GOV_ORDERS@betterlighting.com">GOV_ORDERS@betterlighting.com</a>	<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: Mon-Fri, 8:30AM-5:00PM Name: Catherine S. Henn Phone: 585-475-1321 Fax: 585-424-1190 Cell phone: 585-737-9940 E-mail: <a href="mailto:GOV_ORDERS@betterlighting.com">GOV_ORDERS@betterlighting.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None offered	
<b>Vendor offers:</b>		
<b>Maintenance</b>	Not offered	
<b>Calibration</b>	Not offered	
<b>Service</b>	Not offered	
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes	
<b>Discount for use of NY State credit card:</b>	None	
<b>Guaranteed Delivery</b>	7-90 days A-R-O Varies with equipment ordered	
<b>Electronic Access Ordering Offered:</b>	No	
<b>Price list available on web:</b>	Approved price list contained herein	
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	0.25%	
<p><b>Company website - <a href="http://www.betterpower.us">www.betterpower.us</a> - vendor has adapted web-site to support this contract, including information for those who have never bought generators before, as well as experienced people.</b></p> <p>The "Voice of Experience" details what one fire department learned in the process of buying a generator. Also in the "Voice of Experience" is a Computerworld article about what was learned the hard way about diesel generators during Katrina and other disasters.</p> <p>On the Resources drop-down menu is "How to Get Funding", a large booklet that may be useful to some of your constituents. On the front page is a link to a comprehensive document called "How to Buy a Generator".</p> <p>There are three ways to link to specifications on each generator: by model number, by size of generator in kilowatts, and by voltage and phase desired.</p>		

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>ELSAG North America, LLC</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog offered:</b>	MPH900- FPH900
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Bidder will ship at no additional cost
<b>Volume Discount:</b>	Yes, as listed on price list
<b>Orders should be directed to:</b> Name: Sherri Corder Phone: 845-278-5425 366-379-7135 Fax: 336-379-7164 E-mail: <a href="mailto:sherri.corder@elsagna.com">sherri.corder@elsagna.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F, 8:00AM-5:00PM Name: Mark E. Windover Phone: 845-278-5425 866-967-4900, 1-866-mp900 Fax: 845-278-5428 Cell phone: 336-681-7179 E-mail: <a href="mailto:Mark.Windover@elsagna.com">Mark.Windover@elsagna.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None offered
<b>Vendor offers:</b>	
<b>Maintenance</b>	Yes, as listed on price list
<b>Calibration</b>	Yes, as listed on price list
<b>Service</b>	Yes, as listed on price list
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	30-90 days A-R-O depending on equipment ordered
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	2%
<b>Discount for payment within 30 days of delivery and or receipt of voucher</b>	1%
<b>Company Website</b>	<a href="http://www.elsagna.com">www.elsagna.com</a>

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Farber Specialty Vehicles</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalogor equipment offered:</b>	Farber 3-1-2005
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	N-A
<b>Shipping on minimum order:</b>	N-A
<b>Volume Discount:</b>	VOLUME PRICING - PRICE BREAKS for single order to one location: 1 unit 2.75% 2 units 3.25% 3 + units 3.75%
<b>Orders should be directed to:</b> Name: Ken Farber Phone: 800-331-3188 614-863-6470 Fax: 614-759-2098 E-mail: <a href="mailto:kfarber@farberspecialty.com">kfarber@farberspecialty.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 7:30AM-5:00PM Name: Jim Jameson Phone: 614-863-6470 Fax: 614-759-2098 Cell phone: N-A (work phone) 614-863-6470 E-mail:	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Service</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	210 days A-R-O
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.farberspecialty.com">www.farberspecialty.com</a>

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Ferno Washington</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or Equipment offered:</b>	Items as listed on price list
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	No
<b>Shipping on minimum order:</b>	N-A
<b>Volume Discount:</b>	<b>Conditions:</b> None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.
<b>Orders should be directed to:</b> Name: Becky Jenkins Phone: 800-733-3766 937-283-2822 Fax: 937-283-3622 E-mail: <a href="mailto:bjenkins@ferno.com">bjenkins@ferno.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 8:00AM - 5:00PM Name: Becky Jenkins Phone: 800-733-3766 937-283-2822 Fax: 937-283-3622 Cell phone: 513-225-9560 E-mail: <a href="mailto:bjenkins@ferno.com">bjenkins@ferno.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Service</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	45 days A-R-O
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.ferno.com">www.ferno.com</a>

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>First Line Technology, LLC</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or equipment offered:</b>	First Line Technology-Swede
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes, will accept orders for less than the \$100 minimum order.
<b>Shipping on minimum order:</b>	For orders less than \$100 shipping will be pre paid and added as in minimum order clause
<b>Volume Discount:</b>	Volume pricing-Price breaks for aggregate contract purchases in dollars statewide. \$150,000.00-1% \$300,000.00-2%
<b>Orders should be directed to:</b> Name: Amit Kapoor Toll Free: 866-556-0517 Phone: 703-955-7510, Ext. 121 Fax: 703-955-7540 E-mail: <a href="mailto:akapoor@firstlinetech.com">akapoor@firstlinetech.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: 8AM-5PM M-F Name: Amit Kapoor Phone: 866-556-0517 Cell phone: 703-585-2313 Fax: 703-955-7540 E-Mail: <a href="mailto:akapoor@firstlinetech.com">akapoor@firstlinetech.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	Initial Training and Setup
<b>Vendor offers:</b>	
<b>Service</b>	\$150-hour-0%
<b>Maintenance</b>	\$175-hour -0%
<b>Calibration</b>	\$150-hour -0%
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	0%
<b>Guaranteed Delivery</b>	60 days A-R-O
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Company Website</b>	<a href="http://www.firstlinetech.com">www.firstlinetech.com</a>
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>Fisher Scientific Company, LLC</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or equipment offered:</b>	January 2005 - web catalog Fishersafety.com
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None taken
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes, will accept orders for less than the \$100 minimum order.
<b>Shipping on minimum order:</b>	For orders less than \$100 shipping will be pre paid and added as in minimum order clause
<b>Volume Discount:</b>	<b>Conditions: Volume pricing -</b> Price breaks for aggregate contract purchases in dollars statewide- based on purchases per individual state per contract year \$5,000,000-\$10,000,000 - 1% \$10,000,000-up - 2% Resets to 0 at beginning of each contract year.
<b>Orders should be directed to:</b> Name: Cory Zamboni Phone: 412-490-1178 direct Fax: 412-490-1026 E-mail: <a href="mailto:cory.zamboni@thermofisher.com">cory.zamboni@thermofisher.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: <b>24-7</b> Name: Fisher Customer Services Phone: 800-772-6733	
<b>Additional services offered by contractor to contract users at no added cost:</b> <u>LOGISTICS</u> 24-48 hours delivery for high volume or hot list items Scheduled deliveries offered Lot sequestering services Customer reserve inventory Logistics-delivery needs assessment Multiple instate delivery points  <u>QUALITY-PERFORMANCE</u> Certificate of Analysis Supplier rating Line fill Monitors Accounts payable monitors Back order monitors Ecommerce utilization monitors Transportation monitors Order efficiency monitors Invoice history audit reports	<u>ENVIRONMENTAL- SAFETY</u> Removal of packing materials Product handling seminars MSDS database for distributed products Hazardous chemical purchase reports  <u>SERVICE</u> 1 year equipment warranty Instrument initial setup & calibration  <u>SYSTEMS</u> Customized billing reports and invoices Bar coded packing slips and shipment labels Customized usage report Evaluated receipts settlement Invoice history and audit reports  <u>CUSTOMER SERVICE</u> FISHER Instrument specialist services Business systems specialist services On- site customer service (supported by purchase volume) Information and training seminars Supplier new product shows

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>Fisher Scientific Company, LLC</b>
<b>Additional services offered by contractor to contract users at no added cost:</b>	
<p><b>Quartermaster Program:</b> Fisher Scientific has offered and the State has accepted an additional service program at no cost to end-users. For those entities buying contract covered equipment for Federal Domestic Preparedness, Fisher has implemented a <i>Quartermaster</i> website for contract users. Quartermaster provides guidance on items approved for domestic preparedness spending. The site includes:</p> <ul style="list-style-type: none"> <li>• Products list categorized according to the Federal Standard Equipment List</li> <li>• NYS- Fisher contract covered items</li> <li>• On line secure tracking of Federal funds spent through Fisher</li> <li>• Customized spending reports</li> <li>• Contact Fisher rep listed below for more details</li> </ul>	
<b>Contractor offers:</b>	
<b>Service</b>	Yes, 25% off of list price
<b>Maintenance</b>	Yes, 25% off of list price
<b>Calibration</b>	Yes, 25% off of list price
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None offered
<b>Guaranteed Delivery</b>	In stock 3 days A-R-O, direct vendor delivery varies by manufacturer lead time
<b>Electronic Access Ordering Offered:</b>	Yes, contact vendor for information
<b>Price list available on web:</b>	Approved price list contained herein
<b>Company Website:</b>	<a href="http://www.fishersci.com">www.fishersci.com</a>
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>Global Protection USA, Inc.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or equipment offered:</b>	Global Protection catalog and Items as listed on price list
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Shipping costs will be added in accordance with the "Minimum Order" clause
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing
<b>Orders should be directed to:</b> Name: Jon Denker Phone: 856-768-2911 Cell: 856-296-2625 Fax: 856-768-2922 E-mail: <a href="mailto:jon@globalprotectionusa.com">jon@globalprotectionusa.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 8 AM-5 PM Name: Jon Denker Phone: 800-957-8955 Fax: 856-768-2922 Cell phone: 856-296-2625 E-mail: <a href="mailto:jon@globalprotectionusa.com">jon@globalprotectionusa.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Service</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	N-A
<b>Electronic Access Ordering Offered:</b>	Yes
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.protectivesuits.com">www.protectivesuits.com</a>

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>Government Scientific Source</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Equipment-Catalog offered:</b>	As listed on price list
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Bidder with ship in accordance with the "Minimum Order" clause.
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.
<b>Orders should be directed to:</b> Name: Mike Mendrysa Phone: 800-248-8030, Ext. 173 703-880-5041 Fax: 703-734-1803 E-mail: <a href="mailto:mmendrysa@govsci.com">mmendrysa@govsci.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F, 8:00 AM-6:00 PM EST Name: Mike Mendrysa Phone: 703-880-5041 Fax: 703-734-1803 Cell phone: 571-331-9813 E-mail: <a href="mailto:mgmendrysa@yahoo.com">mgmendrysa@yahoo.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	Overnight and expedited service for delivery of products is available at additional cost for stocked products.
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Service</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	0%
<b>Guaranteed Delivery</b>	7-10 days A-R-O for standard off the shelf stocked products. 30-90 days A-R-O for capital equipment and instrument orders and any other products not readily available off the shelf.
<b>Electronic Access Ordering Offered:</b>	Yes
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.govsci.com">www.govsci.com</a>

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>Guard Line Fire &amp; Safety, Inc.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Equipment-Catalog offered:</b>	SpillFix 2005, White wing Env. 2055, MSA 2004-2005, North 2004, Lakeland Industries 2005, DuPont Clothing 2005, 3M 2005, OnGuard-Bata 2005, Ricochet 2005, Veridian 2005, Air Shore 2005, Power Hawk 2004, Ergodyne 2003, Global Secure 2005, Star Field Lion 2005, Grace 2005, Cairns Clothing 2005
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	For orders less than \$100 shipping will be added in accordance with "Minimum Order" Clause.
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.
<b>Orders should be directed to:</b> Name: Wayne Dora Phone: 201-475-6600, Ext. 47 Fax: 201-703-8180 E-mail: <a href="mailto:wdora@guardlinefire.com">wdora@guardlinefire.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F, Sat, Sun Name: Wayne Dora-Kurt Wanner Phone: 201-403-4159 or 4155 Fax: 201-703-8180 Cell phone: 201-403-4159-201-403-4155 E-mail: <a href="mailto:wdora@guardlinefire.com">wdora@guardlinefire.com</a> <a href="mailto:kwanner@guardlinefire.com">kwanner@guardlinefire.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	No
<b>Vendor offers:</b>	
<b>Maintenance</b>	Yes, 20% discount
<b>Calibration</b>	Yes, 20% discount
<b>Service</b>	Yes, 20% discount
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	1%
<b>Guaranteed Delivery</b>	45-60 days varies with equipment ordered A-R-O
<b>Electronic Access Ordering Offered:</b>	Yes
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.guardlinefire.com">www.guardlinefire.com</a>

**LEVEL TWO**

<b>CONTRACTOR:</b>		<b>Laurus Systems, Inc.</b>	
<b>Participating in Multistate contract:</b>		Yes	
<b>Catalog or equipment offered:</b>		Laurus Systems	
<b>Applicable pages:</b>		All	
<b>Exclusions:</b>		None taken	
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>			
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>		Yes, will accept orders for less than the \$100 minimum order.	
<b>Shipping on minimum order:</b>		For orders less than \$100 vendor will ship at no additional cost	
<b><u>Volume Discount</u></b>	<b><u>Item</u></b>	<b><u>Volume (units)</u></b>	<b><u>Additional discount</u></b>
For single order to one location	TSA vehicle monitors	3 or more	3%
	TSA-PM-xxx (radiation pagers)	10-99	5%
		100-499	10%
		500+	15%
	Rados Dosimeters	500+	1.5%
	SE International Survey Instruments	25+	2%
	D-Tect mini-rad-gamma pagers	100+	5%
	D-tect Rad-ID	5+	5%
	Tiered pricing- XRF-ICS4000 Identifier	1-5	List
		6-10	5%
	11-25	7.5%	
	26-50	10%	
<b>Orders should be directed to:</b> Name: Laura Lynch Phone: 866-465-5558 410-465-5558 Fax: 410-465-5257 E-mail: <a href="mailto:lauralynch@laurussystems.com">lauralynch@laurussystems.com</a>		<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 8:30-5:00 Name: Laura Lynch Phone: 866-465-5558 410-465-5558 Fax: 410-465-5257 Cell phone: 443-889-4108 E-mail: <a href="mailto:rad.info@laurussystems.com">rad.info@laurussystems.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>		Phone support	
<b>Vendor offers:</b>			
Maintenance		Yes	
Calibration		Yes	
Service		Yes	
<b>Accepts NY State Credit Card for purchases under \$10,000</b>			Yes
<b>Discount for use of NY State credit card:</b>			None offered
<b>Guaranteed Delivery</b>			Varies by item offered, check with vendor prior to ordering
<b>Electronic Access Ordering Offered:</b>			Not available
<b>Price list available on web:</b>			Approved price list contained herein
<b>Company Website:</b>			<a href="http://www.laurussystems.com">www.laurussystems.com</a>
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>			None
<b>Company Website</b>			<a href="http://www.laurussystems.com">www.laurussystems.com</a>

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>Mar-Vel International, Inc.</b>
<b>Participating in Multi state contract:</b>	Yes
<b>Catalog or equipment offered:</b>	March 2005
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None taken
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order</b>	Yes, will accept orders for less than the \$100 minimum order.
<b>Shipping on minimum order:</b>	None, there is no shipping on a minimum order
<b>Volume Discount:</b>	<b>Conditions:</b> <i>Volume Pricing</i> -Price breaks for single order to one location in dollars Only Categories E-I \$100,000-1% \$250,000-2% \$400,000-3% Price Breaks for aggregate contract purchases in dollars statewide Only Categories E-I \$10,000.000-1% \$20,000.00-2% \$30,000.00-3%
Discuss additional discounts with vendor on submission of large orders	
<b>Orders should be directed to:</b> Name: Noelle Irish Toll free: 1-800-325-5711, Ext. 141 Phone: 856-488-4499, Ext. 141 Fax: 856-488-4343 E-mail: <a href="mailto:nirish@mar-vel.com">nirish@mar-vel.com</a>	<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M -F 8:30 am-5:00 pm Name: Noelle Irish Phone: 856-488-4499, Ext. 141 Fax: 856-488-4343 Cell Phone: 732-850-1911 E-mail: <a href="mailto:mailto:nirish@mar-vel.com">mailto:nirish@mar-vel.com</a>
<b>Additional services offered by contractor to contract users</b>	<ol style="list-style-type: none"> <li>1. Assembly and Inspection of most equipment, including breathing Systems, SCBA and Scuba</li> <li>2. Invitation to MCG Sponsored Seminars and Events</li> </ol> Training and Product Update Seminars
<b>Contractor Offers:</b>	
<b>Service</b>	No
<b>Maintenance</b>	No
<b>Calibration</b>	No
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	1-2%
<b>Guaranteed Delivery</b>	30 days A-R-O
<b>Electronic Access Ordering Offered:</b>	Yes
<b>Company Website:</b>	<a href="http://www.mar-vel.com">www.mar-vel.com</a>
<b>Price list available on web:</b>	Yes

\*Discount for payment within 15 Days of delivery and-or receipt of voucher: 1-2%

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Nabco, Inc.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Equipment-Catalog offered:</b>	Nabco, Inc. 2-1-05
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Shipping will be added in accordance with the "Minimum Order" clause
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.
<b>Orders should be directed to:</b> Name: Randy Markey Phone: 724-746-9617 (Vendor will accept collect calls regarding this contract equipment) Fax:724-746-9709 E-mail: <a href="mailto:randy@nabcoinc.com">randy@nabcoinc.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 8:30AM-5:00PM Name: Randy Markey Phone: 724-746-9617 Fax: 724-746-9709 Cell phone: 412-812-4514 E-mail <a href="mailto:randy@nabcoinc.com">randy@nabcoinc.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None offered
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not presently accepted for contract.
<b>Calibration</b>	
<b>Service</b>	
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	240 days A-R-O
<b>Electronic Access Ordering Offered:</b>	Yes
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	1-2%
<b>Company Website</b>	<a href="http://www.nabcoinc.com">www.nabcoinc.com</a>

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>Promark International, Inc.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Equipment-Catalog offered:</b>	Several manufacturer's lines as listed in accompanying price list
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Shipping costs will be added in accordance with the "Minimum Order" clause.
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also, compare to other vendors on these contracts for pricing.
<b>Orders should be directed to:</b> Name: Pat Baron Phone: 800-645-4443 631226-1541 Fax: 631-226-1259 E-mail: <a href="mailto:promarkpat@aol.com">promarkpat@aol.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M,T,TH,F 10:00 AM- 5:00 PM Wed. 10:00 AM-7:00 PM Name: Kathryn Margiotta Cell : 516-647-0806 Fax: 631-226-1259 E-mail: <a href="mailto:promarkint@aol.com">promarkint@aol.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Service</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	0%
<b>Guaranteed Delivery</b>	30 days A-R-O
<b>Electronic Access Ordering Offered:</b>	Yes
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.PublicSafety Mall.com">www.PublicSafety Mall.com</a>

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>RAE Systems, Inc.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or equipment offered:</b>	Portable products and Integrated Wireless Monitoring Systems; Service Pricing Guide
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None taken
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	No
<b>Shipping on minimum order:</b>	
<b>Volume Discount:</b>	<b>On Portable Products ONLY:</b> Normal discount of list less 12% for list price totals to \$50,000. List less 13% for list price totals between \$50,000.01 to \$99,999.99 for single purchase order. List less 14% for list price totals over \$100,000 for single purchase order. Wireless Product orders <b>WILL NOT</b> offer any additional discount.
<b>Orders should be directed to distributors listed*<sup>See list below</sup> or contact:</b> Name: Roberta Potts Phone: 408-952-8256 Fax: 408-952-8487 E-mail: <a href="mailto:rpotts@raesystems.com">rpotts@raesystems.com</a>	<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: 8:00-5:00 Name: Bob Ladzinski Phone: 856-986-8517 Cell phone: 856-986-8517 Fax: 609-770-3386 E-mail: <a href="mailto:rladzinski@raesystems.com">rladzinski@raesystems.com</a>
<b>Additional services offered by contractor to contract users at no added cost:</b>	Training, seminars, whitepaper presentations, Tech notes (RaeSystems.com), Application notes (RaeSystems.com)
<b>Contractor offers:</b>	
<b>Maintenance</b>	Yes, 5% off of list price
<b>Calibration</b>	Yes, 5% off of list price
<b>Service</b>	Yes, 5% off of list price
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None offered
<b>Guaranteed Delivery</b>	15 days A-R-O
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Company Website</b>	<a href="http://www.raesystems.com">www.raesystems.com</a>
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Discount for payment within 30 days of delivery and or receipt of voucher</b>	None

The following list of distributors are the only **AUTHORIZED** RAE Systems distributors who will be honoring the terms and conditions of the **NYS HIRE** Contract and the corresponding participation addendum signed with each state listed below.

**Distributor List State Contract (RAE Systems, Inc.)**

Distributor Name	Contact Name	Address City State Zip	RAE Systems Regional Sales Manager
<b>VIRGINIA</b>			
Safeware, Inc. 52-1152883	Mandy Hough or Ed Arthur P: 800-359-4617, Ext. 204 F: 804-226-0987 <a href="mailto:mough@safewareinc.com">mough@safewareinc.com</a> <a href="mailto:earthur@safewareinc.com">earthur@safewareinc.com</a>	5641 South Laburnum Ave Richmond, VA 23231	Jim Kane P: 757-746-5554 <a href="mailto:jkane@raesystems.com">jkane@raesystems.com</a>

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>Safeware, Inc.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Equipment-Catalog offered:</b>	Multiple catalogs offered, items as listed on price list
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Bidder will ship at no additional cost
<b>Volume Discount:</b>	VOLUME PRICING- PRICE BREAKS for single order to one location: \$100,000.00 -299,999      1% \$300,000.00-599,999      1.5% \$600,000.00-999,999      2% \$1,000,000.00+              3%
<b>Orders should be directed to:</b> Name: Cathy Jones Phone: 800-331-6760, Ext. 188 301-683-1212, Ext. 188 Fax: 301-683-1240 E-mail: <a href="mailto:cjones@safewareinc.com">cjones@safewareinc.com</a>	<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F, 8:00 AM-5:00 PM EST Name: Charles Radcliffe Fax: 301-683-1240 Phone: 800-287-2130 Cell: 301-440-4975 E-mail: <a href="mailto:cradcliffe@safewareinc.com">cradcliffe@safewareinc.com</a>
<b>Additional services offered by contractor to contract users at no added cost:</b>	None
<b>Vendor offers:</b>	
<b>Maintenance</b>	Yes, 2% off of list price
<b>Calibration</b>	Yes, 2% off of list price
<b>Service</b>	Yes, 2% off of list price
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	1%
<b>Guaranteed Delivery</b>	Varies by item
<b>Electronic Access Ordering Offered:</b>	Yes
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.safewareinc.com">www.safewareinc.com</a>

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Science Applications International Corporation (SAIC)</b>	
<b>Participating in Multistate contract:</b>	Yes	
<b>Catalog or equipment offered:</b>	Commercial Price List	
<b>Applicable pages:</b>	All	
<b>Exclusions:</b>	None	
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>		
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	No	
<b>Shipping on minimum order:</b>	NA	
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.	
<b>Orders should be directed to:</b> Name: Susan E. Banks Phone 443-402-2664 Toll free: TBD Fax: 443-402-2770 E-mail: <a href="mailto:susan.e.banks@saic.com">susan.e.banks@saic.com</a>		
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: <b>8-5 M-F EST</b> Name: Monica Jakubowski Phone: 443-402-2705 Fax: 443-402-2780 E-mail: <a href="mailto:monica.m.jakubowski@saic.com">monica.m.jakubowski@saic.com</a>		
<b>Additional services offered by contractor to contract users at no added cost:</b>	None Offered	
<b>Vendor offers:</b>		
<b>Maintenance</b>		
<b>Calibration</b>	Yes-no additional discount offered	
<b>Service</b>		
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes	
<b>Discount for use of NY State credit card:</b>	None additional	
<b>Guaranteed Delivery</b>	Varies by product line	
<b>Electronic Access Ordering Offered:</b>	No	
<b>Price list available on web:</b>	Approved price list contained herein	
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None	
<b>Discount for payment within 30 days of delivery and or receipt of voucher</b>	None	
<b>Company Website</b>	<a href="http://www.saic.com">www.saic.com</a>	

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Smiths Detection, Inc.</b>	
<b>Participating in Multistate contract:</b>	Yes	
<b>Catalog or equipment offered:</b>	Price list items	
<b>Applicable pages:</b>	All	
<b>Exclusions:</b>	None	
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>		
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes	
<b>Shipping on minimum order:</b>	Shipping will be added in accordance with the "Minimum Order" clause	
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.	
<b>Orders should be directed to:</b> Name: Patricia Morse Phone: 973-496-9200 Fax: 973-496-9300 E-mail: <a href="mailto:patricia.morse@smithsdetection.com">patricia.morse@smithsdetection.com</a>		
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> <b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F, 8:00AM - 5:00PM Name: Patricia Morse Cell: 973-632-3517 Fax: 973-496-9300 E-mail: <a href="mailto:patricia.morse@smithsdetection.com">patricia.morse@smithsdetection.com</a> Emergency no.: X-Ray and Trace 800-297-0955 HazmatID, Cyranose and GASID 866-442-0628		
<b>Additional services offered by contractor to contract users at no added cost:</b>	All products include a standard one year warranty	
<b>Vendor offers:</b>		
<b>Maintenance</b>	Not offered	
<b>Calibration</b>	Not offered	
<b>Service</b>	Not offered	
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes	
<b>Discount for use of NY State credit card:</b>	0%	
<b>Guaranteed Delivery</b>	60-150 days A-R-O depending on item	
<b>Electronic Access Ordering Offered:</b>	No	
<b>Price list available on web:</b>	Approved price list contained herein	
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None	
<b>Company Website</b>	<a href="http://www.smithsdetection.com">www.smithsdetection.com</a>	

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Thermo Eberline LLC</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or equipment offered:</b>	Equipment as listed on Radiation and Explosive Detection CD
<b>Applicable pages:</b>	All items listed on contract price list
<b>Exclusions:</b>	Any items not listed on contract price list
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes, will accept orders for the less than the \$100 minimum order
<b>Shipping on minimum order:</b>	None, will ship at no additional cost
<b>Volume Discount:</b>	VOLUME PRICING- PRICE BREAKS for single order to one location in dollars. Additional volume discount: \$100,000.00 2% \$300,000.00 3% \$500,000.00 4%
<b>Orders should be directed to:</b> Name: Bob Thomson-Jim Doyle Phone: 800-274-4212 603-560-2339-(508) 553-1124 Fax: 603-329-8077 - 508-520-2815 E-mail: <a href="mailto:bob.thomson@thermofisher.com">bob.thomson@thermofisher.com</a> <a href="mailto:jim.doyle@thermofisher.com">jim.doyle@thermofisher.com</a>  or:  Fisher Scientific Fed ID #: 232942737 Name: Patrick O'Leary Phone: 1-800-955-9999 412-490-8915 Fax: 412-490-8885 E-mail: <a href="mailto:Patrick.oleary@thermofisher.com">Patrick.oleary@thermofisher.com</a>	<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 7:30AM-4:30PM <u>Category 2, Explosive Device Mitigation</u> Name: David Geary Phone: 866-282-0430 - 508-553-1655 Fax: 508-520-2815 E-mail: <a href="mailto:david.geary@ThermoFisher.com">david.geary@ThermoFisher.com</a> <u>Category 3, Search and Rescue Equipment</u> Name: Mark Deacon Phone: 800.274-4212 - 505-428-3533 Cell Phone: 440-487-6427 Fax: 505-428-3535 E-mail: <a href="mailto:mark.deacon@ThermoFisher.com">mark.deacon@ThermoFisher.com</a> <u>Category 4, Detection Equipment, Chemical</u> Name: Michael Buckley Phone: 866-282-0430 - 508-946-4937 Fax: 508-520-2800 E-mail: <a href="mailto:Michael.buckley@ThermoFisher.com">Michael.buckley@ThermoFisher.com</a> <u>Category 4, Detection Equipment, Radiological</u> <u>Category 6, Physical Security Enhancement Equipment</u> <u>Category 7, Terrorism Incident Prevention Equipment Category 12, Intervention Equipment</u> Name: Mark Deacon Phone: 800-274-4212 - 505-428-3533 Cell Phone: 440.4 87-6427 Fax: 505.428-3535 E-mail: <a href="mailto:mark.deacon@ThermoFisher.com">mark.deacon@ThermoFisher.com</a>
<b>Additional services offered by contractor to contract users at no added cost:</b>	None
<b>Vendor offers:</b> Thermo offers the same discount on service as offered on the products.	
<b>Maintenance</b>	Yes, same discount as offered on equipment
<b>Calibration</b>	Yes, same discount as offered on equipment
<b>Service</b>	Yes, same discount as offered on equipment
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	90 days A-R-O
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None
<b>Company Website</b>	<a href="http://www.thermo.com">www.thermo.com</a>

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>Tough Traveler Ltd.</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Equipment-Catalog offered:</b>	Tough Traveler bags as listed on price list
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes
<b>Shipping on minimum order:</b>	Shipping costs will be added in accordance with the "Minimum Order" clause
<b>Volume Discount:</b>	VOLUME PRICING - Volume pricing is as listed on the bottom of the price list. Additional discounts are available based on number of items ordered.
<b>Orders should be directed to:</b> Name: Nancy Gold Phone: 800-468-6844 518-377-8526 Fax: 518-377-5434 E-mail: <a href="mailto:toughtraveler@aol.com">toughtraveler@aol.com</a>	
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 8:00AM - 5:00PM Name: Nancy Gold Phone: 800-468-6844 518-783-8434 Fax: 518-783-6414 E-mail: <a href="mailto:toughtraveler@aol.com">toughtraveler@aol.com</a>	
<b>Additional services offered by contractor to contract users at no added cost:</b>	None offered
<b>Vendor offers:</b>	
<b>Maintenance</b>	Not applicable
<b>Calibration</b>	Not applicable
<b>Service</b>	Not applicable
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None
<b>Guaranteed Delivery</b>	Varies based on size, items ordered and current production promised.
<b>Electronic Access Ordering Offered:</b>	No
<b>Price list available on web:</b>	Approved price list contained herein
<b>Discount for payment within 30 days of delivery and or receipt of voucher</b>	2.5%
<b>Company Website</b>	<a href="http://www.toughtraveler.com">www.toughtraveler.com</a>

**LEVEL ONE**

<b>CONTRACTOR:</b>	<b>VWR International</b>
<b>Participating in Multistate contract:</b>	Yes
<b>Catalog or equipment offered:</b>	VWR Safety Catalog 2001-2002
<b>Applicable pages:</b>	All
<b>Exclusions:</b>	None taken
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>	
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes, will accept orders for less than the \$100 minimum order.
<b>Shipping on minimum order:</b>	For orders less than \$100 shipping will be at no additional cost.
<b>Volume Discount:</b>	<b>Conditions:</b> <b>Volume pricing</b> - Price breaks for single order to one location \$10,000 and above - 3% additional discount
<b>Orders should be directed to:</b> Name: Karen Robinson Phone: 800-932-5000, Ext. 4270 800-947-4271 Fax: 866-329-2897 E-mail: <a href="mailto:karen_robinson@vwr.com">karen_robinson@vwr.com</a>	<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F 7:30-5:00 Name: Jim Cummings Phone: 856-241-7211 Fax: 856-467-2488 Pager: 856-297-8208 Cell phone: 856-297-8208 Email: <a href="mailto:jim_cummings@vwr.com">jim_cummings@vwr.com</a>
<b>Additional services offered by contractor to contract users at no added cost:</b>	Technical Assistance telephone support- 866-vwr-safe (866-897-7233)
<b>Contractor Offers:</b>	
<b>Service</b>	Not offered
<b>Maintenance</b>	Not offered
<b>Calibration</b>	Not offered
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes
<b>Discount for use of NY State credit card:</b>	None offered
<b>Guaranteed Delivery</b>	In stock 5 days A-R-O
<b>Electronic Access Ordering Offered:</b>	Yes, contact vendor for information
<b>Price list available on web:</b>	Approved price list contained herein
<b>Company Website:</b>	<a href="http://www.vwr.com">www.vwr.com</a>
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None

**LEVEL TWO**

<b>CONTRACTOR:</b>	<b>The Yodock Wall Company, Inc.</b>	
<b>Participating in Multistate contract:</b>	Yes	
<b>Equipment-Catalog offered:</b>	Yodock Wall Co.	
<b>Applicable pages:</b>	All	
<b>Exclusions:</b>	None	
<b>Price List identification:</b> See price list accompanying this award for approved contract pricing - Summary page at <a href="http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM">http://www.ogs.state.ny.us-purchase-spg-awards-3823219745CAN.HTM</a>		
Note: Pricing is FOB destination, freight prepaid and added. Check with vendor for cost before ordering.		
<b>Minimum Order: Will accept orders for less than the \$100 minimum order.</b>	Yes	
<b>Shipping on minimum order:</b>	Shipping will be added in accordance with the "Minimum Order" clause	
<b>Volume Discount:</b>	None offered. Discuss additional discounts with vendor on submission of large orders. It is recommended that end-users should contact vendor when ordering volume. Also compare to other vendors on these contracts for pricing.	
<b>Orders should be directed to:</b> Name: Kathleen Yodock Phone: 1-888-496-3625 954-931-5247 Fax: 570-380-2859 E-mail: <a href="mailto:kathleen@yodock.com">kathleen@yodock.com</a>		
<b>Person to contact in the event of an emergency occurring after business hours or on weekend-holiday:</b> Normal Business hours: M-F, 9:00AM-4:30PM Name: Kathleen Yodock Phone: 954-931-5247 Fax: 570-380-2859 E-mail: <a href="mailto:kathleen@yodock.com">kathleen@yodock.com</a>		
<b>Additional services offered by contractor to contract users at no added cost:</b>	None	
<b>Vendor offers:</b>		
<b>Maintenance</b>	Not applicable	
<b>Calibration</b>	Not applicable	
<b>Service</b>	Not applicable	
<b>Accepts NY State Credit Card for purchases under \$10,000</b>	Yes	
<b>Discount for use of NY State credit card:</b>	0%	
<b>Guaranteed Delivery</b>	45 days A-R-O	
<b>Electronic Access Ordering Offered:</b>	No	
<b>Price list available on web:</b>	Approved price list contained herein	
<b>Discount for payment within 15 days of delivery and or receipt of voucher</b>	None	
<b>Company Website</b>	<a href="http://www.yodock.com">www.yodock.com</a>	

**VIII. SELECTED TERMS AND CONDITIONS FROM NEW YORK CONTRACT:** Note: To see the complete contract terms and conditions, view the contract at <http://www.ogs.state.ny.us/purchase/spg/pdfdocs/3823219745Can.htm>

**MINIMUM ORDER:** Minimum order is \$100.00. Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. End users must be notified before the purchase of shipping charges. 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. See individual vendor award pages for additional information.

**VOLUME DISCOUNTS:** Volume discounts may be applied per purchase order, cumulatively per customer agency and-or cumulatively statewide as listed under vendor information. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this contract. See individual vendor offering for details.

**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 and guaranteed delivery may be considered in making purchases. Delivery shall be made in accordance with instructions on Purchase Order from each contract end-user. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering end user.

**INSTALLATION:** Where installation by contractor is required, it is the responsibility of the end user to prepare the site for installation bringing all utilities to within 4 feet of the site.

**PERFORMANCE REQUIREMENTS:**

**CUSTOMER SUPPORT:** The contractor shall provide toll-free telephone support-assistance at no extra charge to all customers Agencies interested in ordering via EDI.

**PRICE LISTS AND CATALOGS:** The contractor shall provide, within 30 days of request during the first 45 days of the contract period, sufficient catalogs-media to service all customers who wish to use these contracts. After the first 45 days of the contract, additional catalogs, or updated catalogs when applicable, shall be provided within 10 calendar days of request.

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

**CONTRACT PRICING INFORMATION AND RESPONSE TIME:** All requests for pricing must be responded to in 48 hours or 2 business days form the date of request.

**PRODUCT RETURNS, PROBLEM PRODUCT:** Products returned because of quality problems, duplicated shipments, outdated product, etc., shall be picked up by the contractor within five business days after notification with no restocking charge and shall be replaced with specified products or the agency shall be credited-refunded for the full purchase price.

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

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

**EMERGENCY SERVICE NUMBER AND EMERGENCY CONTACT INFORMATION:** The contractor will provide a toll free product emergency service, available seven days a week, twenty-four hours a day. Given the nature of the products, an emergency contact including name, number, cell number, fax, and email must be provided.

**SALE FLYERS:** At the contractor's option, sale catalogs, and flyers based on the awarded catalog, that offer further price reductions, may be offered to contract users. Also, at the contractor's option, catalogs-price lists developed for a specific customer's specialized requirements may be offered.

**WARRANTIES:** See "Warranties" in Appendix B, OGS General Specifications or manufacturer's standard warranty. Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty. Accessories supplied shall be compatible with the rest of the product.

**PRICE SHEETS AND CATALOGS:** 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. Catalogs and 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 catalogs and price lists. Catalog and price lists, either in paper format or electronic format, must be available to all end users upon request. Price lists provided to contract users under this contract should contain Net Prices reflecting the proper discounts for appropriate product lines.

**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, if appropriate. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

## **IX. VIRGINIA - SPECIAL TERMS AND CONDITIONS**

1. **ADVERTISING:** No indication of sales or services to the Commonwealth of Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services, and the contractor shall not include the Commonwealth of Virginia in any client list in advertising and promotional materials.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **ADDITIONAL USERS:** This contract is on behalf of the Commonwealth of Virginia, its agencies, institutions, and other public bodies authorized by the *Code of Virginia* to purchase from state contracts. Addition or deletion of authorized users not specifically named above shall be made only by written contract modification issued by Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONFIDENTIALITY:** Unless approved in writing by the Department of General Services, Division of Purchases and Supply, the contractor may not sell or give to any individual or organization, reports, sales information, or other materials given to, prepared or assembled for contract users.

6. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
7. **DELIVERY AND MINIMUM ORDER:** Delivery times and minimum order amounts shall be as stated in State of New York Contract/NASPO Cooperative Contract # 19745.
8. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by under this contract are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Contractor certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
9. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
10. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
11. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided under this contract for each chemical and/or compound offered.
12. **PAYMENT OPTIONS:** Contract Users pay by check, electronic funds transfer, or with the Commonwealth's and Public Bodies' authorized procurement (charge) card. Contractor(s) should be able to accept the Commonwealth's and Public Bodies' card for single purchases under \$5,000 per transaction. Some Commonwealth Agencies and Public Bodies have charge cards that exceed the \$5,000 transaction limit so the contract shall have the ability to accept those with higher limits. Contractor must attach a list of the charge cards that are acceptable.
13. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments shall be as permitted under State of New York Contract/NASPO Cooperative Contract # 19745.
14. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
15. **RENEWAL OF CONTRACT:** Renewals under this contract shall be based on renewal by the State of New York Contract/NASPO Cooperative Contract # 19745.
16. **REPORTS:** On an annual basis, the contractor shall submit to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply statements or reports covering the total dollar volume of purchases made under this contract for all eligible entities within the Commonwealth. In addition, the total number of each item ordered, the item cost, by ordering agency under this contract for all eligible entities within the Commonwealth.
17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

18. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in multiple unknown eVA purchase order(s) with the 1% transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us) , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). Contractors should e-mail Catalog or Index Page information to [eva-catalog-manager@dgs.state.va.us](mailto:eva-catalog-manager@dgs.state.va.us).

## **X. VIRGINIA - GENERAL TERMS AND CONDITIONS**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that their bid and subsequent contract award was made without collusion or fraud and that they did not offer or receive any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their bid and subsequent contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that they do not and will not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **PAYMENT:**
  1. To Prime Contractor:
    - a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30)

days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

I. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

J. **QUALIFICATIONS OF CONTRACTOR:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods and the contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The Commonwealth further reserves the right to reject any contractor if the evidence submitted by, or investigations of, such contractor fails to satisfy the Commonwealth that such contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

K. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- O. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- P. **TRANSPORTATION AND PACKAGING:** Contractor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped and in compliance with the terms of State of New York Contract/NASPO Cooperative Contract # 19745. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- Q. **INSURANCE:** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation

requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All contractors must register in eVA.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- T. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- U. **BID PRICE CURRENCY:** The contractor shall state bid prices in US dollars.
  
- V. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.