

INVITATION FOR BIDS

BID OPENING		TITLE: Group 38612 - ROLL UP SIGNS, SIGN STANDS, & Accessories - including Retroreflectometers (Statewide)	
DATE:	June 23, 2009	Classification Code(s): 46	
TIME:	11:00 AM		
INVITATION FOR BIDS NUMBER: 21751-PF		SPECIFICATION REFERENCE: As Incorporated in the Invitation For Bids	
CONTRACT PERIOD: September 15, 2009 to September 14, 2012			
DESIGNATED CONTACTS: Team #6			
James E. Malone, Purchasing Officer I Telephone No.: (518) 473-2428 E-mail address: James.Malone@ogs.state.ny.us		Beverly Moore, Team Leader Telephone No.: (518) 474-7273 E-Mail Address: Beverly.Moore@ogs.state.ny.us	

Legal Business Name of Company Bidding:				Bidder's Federal Tax Identification #: (Do Not Use SS#)							
D/B/A - Doing Business As (if applicable):											
Street		City		State		Zip		County			
Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids. _____ % Cash Discount for payment within 15 days of delivery and/or receipt of voucher _____ % Cash Discount for payment within 30 days of delivery and/or receipt of voucher											
If you are not bidding, place an "x" in the box and return this page only. ☐ WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____											
Bidder's Signature:					Printed or Typed Name:						
Title:					Date:						
Phone : ()		-		ext ()		Toll Free Phone : ()		-		ext ()	
Fax : ()		-		ext ()		Toll Free Fax : ()		-		ext ()	
E-mail Address:					Company Web Site:						

P.R. # 21751	LIT	☐	MEMO	☐	MISSING PAGES
	LET	☐	OTHER	☐	

GENERAL INFORMATION

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Office of General Services' Procurement Services Group has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS:

The Commissioner of General Services will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

1. BID PREPARATION

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One copy of the bid is required, unless otherwise specified herein.

2. BID DEVIATIONS

If your bid differs from the specifications explain such deviation(s) or qualification(s); and if necessary, attach a separate sheet. See "Extraneous Terms" in Appendix B, OGS General Specifications.

3. BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to OGS **prior to** the date of the bid opening. **LATE BIDS may be rejected. E-mail bid submissions are not acceptable and will not be considered.**

- **Bid envelopes and packages**

An envelope and/or package containing a bid should be clearly marked "**BID ENCLOSED**" and should state the **Bid Number, Bid Opening Date, and Time**. Failure to complete all information on the bid envelope and/or packages may necessitate the premature opening of the bid and may compromise confidentiality. See "Bid Submission" in Appendix B, OGS General Specifications. Bids shall be delivered to:

State of New York Executive Department
Office of General Services
Procurement Services Group
Corning Tower - 37th Floor Reception Desk
Empire State Plaza
Albany, NY 12242

- **FAX transmittals**

Are **not** permissible for this solicitation.
See "Facsimile Submissions" in Appendix B, OGS General Specifications.

- **Hand deliveries**

Bidders must allow extra time to comply with the security procedures in effect at the Empire State Plaza when hand delivering bids or using deliveries by independent courier services. **Bidders assume all risks for timely, properly submitted deliveries.**

4. IMPORTANT SECURITY PROCEDURES

To access the Corning Tower, all visitors must check in by presenting photo identification at the security desk.

Bidders attending bid openings are encouraged to pre-register for building access by contacting the Procurement Services Groups (PSG) receptionist at 518-474-6262 at least 24 hours prior to the bid opening.

Visitors who are registered can check in directly with the Security Desk. Visitors who are not pre-registered will be directed to a designated phone to call the PSG Receptionist. The Receptionist will register the visitor at that time but delays may occur. Vendors who intend to deliver bids or conduct PSG business should allow extra time to comply with these security procedures. Security procedures may change or be modified at any time.

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GENERAL INFORMATION (Cont'd)

NON-COLLUSIVE BIDDING CERTIFICATION:

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with State Finance law Section 139-d(1)(b).

PROCUREMENT LOBBYING TERMINATION:

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

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

INQUIRIES/ISSUING OFFICE:

All inquiries concerning this specification will be addressed to the following PSG designated contact(s) and issuing office:

	<u>PRIMARY CONTACT</u>	<u>SECONDARY CONTACT</u>	<u>TERTIARY CONTACT</u>
	James E Malone, Purchasing Officer I	Beverly Moore Team Leader - PSG Team 6	Charles Riedel Civil Engineer III
	NYS Office of General Services	NYS Office of General Services	NYS Department of Transportation
	Procurement Services Group	Procurement Services Group	Office of Traffic Safety & Mobility
	Corning Tower - 38th Floor	Corning Tower - 38th Floor	Pod #42
	Empire State Plaza	Empire State Plaza	50 Wolf Road
	Albany, New York 12242	Albany, New York 12242	Albany, NY 12232
Phone No.:	(518) 473-2426	(518) 474-3856	(518) 457-2185
FAX No.	(518) 474-8676	(518) 474-8676	(518) 457-1780
E-Mail:	James.Malone@ogs.state.ny.us	Beverly.Moore@ogs.state.ny.us	riedel@dot.state.ny.us

All questions should be **submitted in writing no later than June 10, 2009** citing the particular **bid section and paragraph number**. The prospective bidder should notify the **PRIMARY CONTACT** of any term, condition, etc.,
(continued)

GENERAL INFORMATION (Cont'd)

INQUIRIES/ISSUING OFFICE: (Continued)

that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to **read this document thoroughly** to become familiar with all aspects of the bid. Prospective Bidders should note that **all** clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are **expected to comply with all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

DISPUTE RESOLUTION POLICY:

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

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX B:

Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

CONFLICT OF TERMS AND CONDITIONS:

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A
- b. This Invitation for Bids
- c. Appendix B
- d. Bidder's Bid

NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE (APPENDIX 1):

Bidder agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire, which is attached as Appendix 1 (hereinafter the "Questionnaire"). The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

CERTIFICATE OF NO CHANGE:

If the contractor has previously submitted a NYS Standard Vendor Responsibility Questionnaire (Appendix 1) which has been reviewed and for which the contractor has received an award within the past twelve (12) months and for which no conditions changed since that submission, the contractor may fill out a Certificate of No Change. A blank certificate appears on page 55, just before Appendix 1, in this Invitation for Bids. The contractor should attach a copy of the previously submitted Standard Vendor Responsibility Questionnaire to the Certificate of No Change

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GENERAL INFORMATION (Cont'd)

TAX LAW 5-A AMENDED APRIL 26, 2006 (APPENDIX 2)

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid. Form No. ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698-2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>.

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

ELECTRONIC PAYMENTS:

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

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GENERAL INFORMATION (Cont'd)

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

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

- a. **Equal Employment Opportunity Requirements**
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

ELECTRONIC BID OPENING RESULTS

The Procurement Services Group (PSG) posts bid prices on the OGS/PSG web page. The web page makes available bid tabulations (i.e.: photocopies of price pages or spreadsheets) received by PSG for scheduled bid openings. Previously only available through Freedom of Information, such information is anticipated to be available online within two business days after the bid opening.

The Bid Opening Results Page is available at: <http://www.ogs.state.ny.us/purchase/bidresults/bidresults.asp>

DEBRIEFING

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Disclosure of the content of competing bids other than statistical tabulations of bids received in response to an IFB, is prohibited prior to contract award. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB or RFP, regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of posting of the contract award on the OGS website.

WEB LINKS:

Web addresses are included for your assistance throughout this document. Should you attempt to use these resources to access additional information, either through weblink or by copying and pasting the information into your web browser, and are not routed to the proper location, or if you receive an error message, please notify the Primary Contact listed on page 3, for assistance in obtaining the web information.

SCOPE:

This offering is to establish a comprehensive multiple manufacturer's product lines award for procurement of **Roll Up Signs, Sign Stands, Retroreflectometers, Parts and Accessories**. The contract(s) may be utilized by any New York State agency, authority, political subdivision and others authorized by law.

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GENERAL INFORMATION (Cont'd)

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency for **all items**, including dock delivery, tailgating of load & unloading, Additional fees may be charged when delivery point is not possible via dock, any other door, stairway or elevator. If specialized freight services are requested in writing by the purchaser, the purchaser shall pay the additional costs. Such costs shall be prepaid and added to the invoice.

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

This offering contains a combination of specific line item products and catalog requirements.

To account for the wide variance of shipping required in supplying merchandise to the entire State of New York, bidders may offer prices and discount rates based upon sales, delivery and service to **any statewide location**, or regionally to all locations within specifically defined Coverage Regions as found on page 11. It is the bidder's option as to whether to offer a statewide bid covering all regions, or to bid on individual coverage regions. However, a vendor's subsequent contract will not extend into a district that the vendor did not bid, unless requested by the State and agreed to at the same terms, by the vendor, in order to provide coverage to an adjacent region in which there is no contractor. Such a change will be effective upon agreement, between the State and bidder, approval by the Office of the State Comptroller and publication of a purchasing memorandum.

Catalog Requirement/Option – In addition to the bid specific, individually bid line items, **all bidders of LOTS #6 and #7, shall submit a catalog and most recently published, dated, standard retail price list of available accessory products** in hard copy format with your bid. The catalog and price list should contain **any options and accessories**, as well as **replacement parts and products**, which may be necessary for **field service** or for beneficial enhancement of standard usage, and should include items designated as CORE CATALOG ITEMS on page 17. Should the catalog also contain **additional, related, Traffic Safety or Control Products not available on any other OGS issued award**, it will be at the option of either the State or the bidder as to whether or not to include or accept them as a part of the contract. Bidders not participating in Lots #6 and #7 may also submit product catalogs and pricelists for consideration, to be included in the award as an option. Any optional catalog and price list received with your bid will be subject to all of the terms and conditions of the Catalog Requirement/Option Sub-Clause, as well as to the evaluation set forth in the Method of Award Clause, in order to be included in a contract.

Bidder will identify the appropriate retail price list for these products and enter a discount percentage at which you will supply these catalog items to our contract users. As with the line items quotation noted above, bidders may opt to offer a statewide discount or individualize the discount regionally.

Different companies may use different terminology for the title of their lists. It may be referred by some as their Suggested List Price, Wholesale Price List, Dealers Price List, Commercial Price List or Governmental Price List. We use the term **"Retail Price List,"** defining it as **your master selling price list from which you would base a discounted quote from.** This retail price list must be from your company's (or your manufacturer's or supplier's) identifiable standard price list that has been published and released in general distribution, and is only available to the public, and most recently published at the time of the bid opening. **Submission of price schedules developed specifically for this bid will result in disqualification from award consideration. Price lists referencing the bid or the State of NY will be rejected.**

Whereas existing catalogs and price lists may in normal publication contain general business terms and conditions, bidder should note that through the submission of the catalog and retail price any pre-existing or pre-published terms and conditions contained there-in, are here by waived by the bidder. Also any addition of terms and conditions added to or included with their bid by the bidder will be considered an exception to the bid and may be cause for rejection. Only the Terms and Conditions as stated within the attached Appendix A, and Appendix B, and as found in this IFB, will apply.

The following sub sections also apply to the catalog inclusion:

Discounts – Prices for the catalog products shall be expressed as single discounts (no chain discounts) from the retail price list for either the entire product line or breakdowns by Model, format, style, function, design, etc.

Volume discounts, if offered, shall also be based on same retail price list. Volume discounts may be applied per purchase order, cumulatively per customer agency, and cumulatively statewide. The bidder shall indicate the basis for applying the volume discount(s) on the bid document form. 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

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GENERAL INFORMATION (Cont'd)

PRICE: (Continued)

Catalog Requirement/Option - (Continued)

Discounts (Continued) - 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. Discount rates bid are generally in effect for the entire contract period. **Decreases of the discount rates bid will not be allowed at any time.** However, discount rates may be increased at the contractor's option on either an individual order or long term basis at any time. In the event of a long term increase in the discount rate, the Purchasing Officer should be notified as to the discount rate and duration. Multiple discounts may be offered. However, if multiple discounts are offered, etc., the State may use the discount that is least advantageous to the bidder when evaluating. If a situation exists where the contractor sells product to the public at large with pricing that is lower than the application of the bid/contract discount to the full retail list price, then the price that is charged to the public at large should be charged to contract participants. This should be clearly shown on the invoice as a "Special Value", or as "Lower than Application of Discounts to Full Retail List Price", or by some other phrase or identifying designation.

If bidder submits a dealer cost book/listing instead of a Retail Price List, bidder shall clearly so state on bid and clearly identify whether there will be a discount or a percent upcharge applied. If awarded on the basis of a percent upcharge, such upcharge may not be increased during the period for the contract, but decreases may be allowed.

Price List Updates - Retail price lists submitted with the bid shall remain in effect until July 1, 2010. After that time contractor may submit, electronically or in triplicate hard copy, new retail price lists when **normally** published by the manufacturer. The effective date of new retail price lists will be when they have been **reviewed and approved by OGS and a notification to participating agencies is published on the OGS website via a Purchasing Memorandum.** Review will include a comparison with market trends at the time of the submission verses those at the time of the bid opening and may include additional research data collected and published by both private sector and public sector agencies and services. Comparison may include but is not limited to the indices noted under the Price Adjustment clause as found on page 12. Should new submissions be found to be not reasonable, contractor may submit a revision upon notification. Contractor shall submit new retail price lists prior to publishing date if possible.

Products - Contractor shall offer products that are openly listed in the catalog and retail price list. **New products added**, as well as **discontinuations and replacement products** added to the manufacturer's catalog **may** be accepted after review and approval by The Office of the State Comptroller and the OGS Procurement Services Group when they are introduced per the terms found below under the Contract Updates sub-clause.

In the event new products are announced during the contract period, contractor agrees to furnish electronically or in triplicate hard copy any catalog amendment, showing list and net prices at which new products may be purchased. **Accepted new items placed on the market during the contract period are to be offered at the percentage discount rate that has been previously awarded.** Contractor shall notify the Purchasing Officer, in a timely fashion of any discontinuation of items covered by the catalog. The notification should include the date of loss of availability and the current inventory level for the product. If there is a catalog replacement for an item, the vendor shall again furnish electronically or in triplicate hard copy any catalog amendment, showing list and net prices at which the replacement products may be purchased. Included with their notification to the OGS Purchasing Officer, the vendor shall provide **complete information on new and replacement products** including, but not limited to: **a Specification List, Function and Feature list and Comparison of Performance.** New item notification should also include an **advisement of benefit** giving the vendors view of why acceptance of the product will be beneficial to the State. Unless otherwise specified, any addition, discontinuation or substitution of product prior to receipt of a notice of approval by the Office of General Services is prohibited and may be cause for cancellation of contract.

It is the contractor's responsibility to inform the OGS Purchasing Officer of changes in a timely manner. Following the approval review, a Purchasing Memorandum notification from OGS to participating agencies will be published to announce any changes in the catalog, and said changes become effective on the date of memorandum publication.

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GENERAL INFORMATION (Cont'd)

PRICE: (Continued)

Catalog Requirement/Option - (Continued)

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

a) AUTO ADDS / DELETIONS – “Auto Adds/Deletions” are Contract changes and updates made in accordance with the previously approved Contract pricing formula; e.g., a “discount from list” or pricing based on an approved GSA-based price Schedule. “Auto Adds/Deletions” include: i) adding new products within the established, previously approved pricing structure, ii) lowering pricing for Products previously incorporated under the Contract, and iii) deleting Products previously incorporated under the Contract. Contractor shall forward the updated Contract price list to OGS for prior approval before changes (additions or deletions) are made to the Contract. Contractor may not supply new product offerings until after receipt of OGS approval. While price decreases (ii) may take effect at any time, Contractor shall provide to OGS new updated price lists. For category (iii) Auto Deletions, Contractor must supply documentation supporting the unavailability of the product to the US market. Contractor should note, however, that all “Auto Adds” or Deletions approved by OGS are subject to a post audit by the Office of the State Comptroller.

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

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

Catalog Exclusions - The New York State Office of General Services Procurement Services Group reserves the right to delete before or after award any of the products included in a contractor's catalog. Catalog may list products covered by other State contracts as well as those available from preferred sources. However any catalog items considered to be the same as or equal to the specific line items of this bid will be excluded from catalog award.

It is the obligation of the agencies to order from the appropriate source. (See "Overlapping Contract Items" clause).

The Vendor also has the option to exclude from the contract any product lines contained in their catalog which may be unrelated to the commodity. This must be done in writing and be included with the bid, by noting the exclusions on page 45 of the bid

MINIMUM ORDER:

Minimum order shall be \$250.00

Contractor may elect to honor orders for less than the minimum order. Bidders shall indicate such acceptance by the appropriate response to the question found on page 47.

(continued)

GENERAL INFORMATION (Cont'd)

ESTIMATED QUANTITIES:

The historical dollar value of all contracts issued under previous awards was approximately \$375,000.00 annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

PROCUREMENT CONTRACT FEE:

State Finance Law §163-c (added by Part F of Chapter 56 of the Laws of 2008), imposes a centralized procurement contract fee (procurement fee) for centralized contracts for the purchase of commodities, services and technology awarded and administered by the Commissioner of General Services. The procurement fee is equal to one half of one percent (0.005) of the price of the commodity, service or technology sold by the contractor. The pricing offered by bidders/offers for the commodity, service or technology will be considered by the Office of General Services (OGS) to be inclusive of the fee, and will be subject to review for evaluation and recommendations for contract award. The procurement fee shall be paid by the contractor based on total sales made by Authorized Users of centralized contracts.

State Finance Law section 163-c applies to bids issued by OGS on or after July 1, 2008.

The procurement fee of one half of one percent of sales to purchasers by the contractor for the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance ("DTF") no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF's Online Tax Center (<http://www.tax.state.ny.us/nyshome/online.htm>).

Returns must be filed even if no sales under the centralized contract were made during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation. Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

A contractor that cannot comply with the mandatory electronic filing and payment requirements must advise the OGS in writing at the time of bidding that it cannot reasonably comply with such electronic requirements. The contractor must provide the basis and reasons for its inability to comply. OGS shall in its sole discretion determine whether a sufficient basis and reasons have been presented supporting waiver of the mandatory electronic requirements. If the waiver is granted, the contractor shall pay the procurement fee to OGS by paper check, accompanied by the sales report and the paper return within forty-five days (45) days after the close of the preceding calendar quarter in accordance with the directions on the form. Contractor agrees to fully cooperate with OGS relative to such payment and filings.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs is available at:

<http://www.ogs.state.ny.us/purchase/ProcurementContractFee.asp>

GENERAL INFORMATION (Cont'd)

DELIVERY:

General- Delivery shall be expressed by the average (or usual) number of calendar days required to ship and complete the product delivery after receipt of a purchase order (ARO). Product will be required as soon as possible and delivery may be considered by an agency issuing a purchase order. (Note that the 30 day delivery provision of Appendix B, Section 45 - PRODUCT DELIVERY is modified by this part of "DELIVERY".)

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

Shipping Dates And Delivery Time-

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order which will include an anticipated shipping date of each order
- If shipment will not be made within the delivery time, the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the product will be shipped. Should the delay not be acceptable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.
- All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

Delivery Condition- Contractor shall be responsible to make no shipment of the product that will be exposed to conditions during transit, detrimental to the product. Product must be delivered strictly in accordance with specifications and shall be "Ready for Use."

Delivery Certification- Contractor shall secure a signed receipt from agency certifying to delivery of product. In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

SUPPLY COVERAGE REGIONS:

Per paragraph 4 of the PRICE clause as found on page 7, the supply coverage regions are composed of counties grouped together as indicated below:

A	B	C	D	E	F	G	H	
Albany Columbia Greene Rensselaer Schenectady	Broome Chenango Delaware Tioga	Clinton Essex Franklin St. Lawrence	Dutchess Putnam Westchester	Hamilton Saratoga Warren Washington	Erie Genesee Niagara Orleans Wyoming	Fulton Herkimer Montgomery Otsego Schoharie	Bronx Kings Manhattan Richmond Queens	
I	J	K	L		M		N	O
Cayuga Cortland Madison Onondaga	Chemung Seneca Schuyler Steuben Tompkins Yates	Jefferson Lewis Oswego Oneida	Allegany Cattaraugus Chautauqua		Livingston Monroe Ontario Wayne		Orange Rockland Sullivan Ulster	Nassau Suffolk

(continued)

GENERAL INFORMATION (Cont'd)

PRICE ADJUSTMENT CLAUSE:

The price of the contract award line items are subject to an increase or decrease on the first business day of the month beginning July 1, 2010 and every three months thereafter on the first business day of the months of, July, October, January and April for the term of the contract.

The price adjustment formula will vary by item and will be applied to 85% of the original contract price, and will be based on the fluctuation of one or more industrial standard indices, from the private or public sector.

The listing of the index sources and base values are contained on the chart on page 14.

The base index, unless removed by the data source, will remain in place and constant for the duration of the contract. Should a data source remove an index from publication, the Procurement Services Group will select an appropriate replacement index. In such instance the base would change to that of the new referenced index.

Unless noted on page 13, the adjustment indices will be recorded within three working days of the date of adjustment.

If United States Department of Labor Producer Price Indices (PPI) are referenced, the value will be the figure referenced on the day of record as most recently published for the current year, whether or not indicated a preliminary on the working day prior to the date of record. Should the published figure in fact be preliminary, it will not be updated should a different figure replace it as permanent. Additional information on the Producer Price Index may be obtained at the U. S. Department of Labor website at: <http://data.bls.gov>.

The State will not effect any price adjustments, either increases or decreases, for net percentage changes of two percent (2%), or less.

The basic price adjustment calculation process will be as follows:

1. Calculate the **Adjustable Amount** of the Line Items:
$$\text{Item Price} \times 0.85 = \text{Adjustable Amount}$$
2. Calculate the **Addend**:
$$\text{Item Price} - \text{Adjustable Amount} = \text{Addend}$$
3. Calculate **Individual Adjustment Factors**:
As this adjustment process is using targeted factors related to researched percentages of each item it is necessary to take the adjustable amount and segment it further so as to allow the individual adjustment multipliers to be applied. This is done by taking the Adjustable Amount multiplying it by each percentage .
4. Calculate adjustment **Multipliers**:
$$\text{Index value taken 2 days prior to date of adjustment} / \text{Base Index} = \text{Multiplier}$$
5. Calculate **Individual Adjustment Values**:
$$\text{Individual Adjustment Factor} \times \text{the Multiplier} = \text{Individual Adjustment Value}$$
6. Calculate **Final Adjustment Amount** by adding together the Individual Adjustment Values
7. Calculate the **New Adjusted Price**:
$$\text{Final Adjustment Amount} \pm \text{Addend} = \text{New Adjusted Price}$$
8. Calculate **Net Adjustment Percentage**:
$$\text{New Adjusted Price} / \text{Original Contract Price} = \text{Net Adjusted Percentage}$$

The State will not effect any price adjustments, either increases or decreases, for net adjustment percentage changes of two percent (2%), or less.

If warranted a Purchasing Memorandum will then be issued by the Procurement Services Group to reflect a price increase or decrease which will be effective on the first business day of the month beginning July 1, 2010 and every three months thereafter on the first business day of the months of April, July and October for the term of the contract.

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GENERAL INFORMATION (Cont'd)

PRICE ADJUSTMENT CLAUSE: (Continued)

The price adjustment on 85% of the awarded amount for **ROLL UP SIGN LOTS: #1 through #4** will be commensurate with the increase or decrease in the following indices at the rates noted.

50% of the Adjustment will be based on the most recently published index for **Polycarbonate Optical Media**

25% of the Adjustment will be based on the most recently published index for **Backing Material**

5% of the Adjustment will be based on the most recently published index for **Ink**

5% of the Adjustment will be based on the most recently published index for **Screen Printing**

5% of the Adjustment will be based on the most recently published index for **Type 6 Nylon**

5% of the Adjustment will be based on the most recently published index for **Adhesive**

5% of the Adjustment will be based on the most recently published index for **Freight**

The price adjustment on **GALVANIZED STEEL BASED STAND: LOT #5** will be commensurate with the increase or decrease in the following indices at the rates noted.

75% of the Adjustment will be based on the most recently published index for **Steel**

15% of the Adjustment will be based on the most recently published index for **Hardware**

5% of the Adjustment will be based on the most recently published index for **Protective Coatings**

5% of the Adjustment will be based on the most recently published index for **Freight**

The price adjustment on **ALUMINUM BASED SIGN STAND: LOT #6** will be commensurate with the increase or decrease in the following indices at the rates noted.

75% of the Adjustment will be based on the most recently published index for **Aluminum**

15% of the Adjustment will be based on the most recently published index for **Hardware**

5% of the Adjustment will be based on the most recently published index for **Steel Springs**

5% of the Adjustment will be based on the most recently published index for **Protective Coatings**

5% of the Adjustment will be based on the most recently published index for **Freight**

The price adjustment on **RETROREFLECTOMETER: LOT #7** will be commensurate with the increase or decrease in the following indices at the rates noted.

45% of the Adjustment will be based on the most recently published index for **Electronic Measurement Components**

25% of the Adjustment will be based on the most recently published index for **Instrumentation Optics**

20% of the Adjustment will be based on the most recently published index for **Plastic**

5% of the Adjustment will be based on the most recently published index for **Freight**

The listing of index sources and base values are contained on the chart on the page.

(continued)

GENERAL INFORMATION (Cont'd)

PRICE ADJUSTMENT CLAUSE: (Continued)

LISTING OF PRICE ADJUSTMENT INDICES					
Category	Index Source	Index Title	ID	Used w/Lot	Base Index
Aluminum	American Metals Market	Free market average for 6063 Extrusion Aluminum as of the Friday prior to the adjustment date		6	1.06
Steel	American Metals Market	Hot Dipped Galvanized Sheet Steel - Midwest Market as of the Friday prior to the adjustment date		5	29.5
Nylon	Plastics News	Median value of Most Recently Published Values for Engineering Thermoplastics -Volume Category II Nylon -T 6		1,2,3,4	149
Plastic	Plastics News	Median value of Most Recently Published Values for Engineering Thermoplastics -Polycarbonate: Extrusion - Sheet Volume Category I		7	153.5
Polycarbonate Optical	Plastics News	Median value of Most Recently Published Values for Engineering Thermoplastics -Polycarbonate: Optical Media - Volume Category I		1,2,3,4	136.5
Adhesive	US Bureau of Labor Statistics	PPI: Adhesive Manufacturing - bonding and laminating adhesives	PCU3255203255204	1,2,3,4	232.5
Backing Materials	US Bureau of Labor Statistics	Fabric Coating Mills - Primary Products	PCU313320313320P	1,2,3,4,	179.2
Electronic Measurement Components	US Bureau of Labor Statistics	PPI: Measuring & Controlling Device Manufacturing: Physical Properties testing and Inspection Equipment	PCU3345193345194	7	148.4
Hardware	US Bureau of Labor Statistics	PPI: Hardware - Bolt, Nut, Screw, Rivet & Washer Manufacturing - Primary Products	PCU332722332722P	5, 6	171.2
Ink	US Bureau of Labor Statistics	PPI Printing Ink Manufacturing - Primary Products	PCU32591032510A	1,2,3,4	175.1
Instrumentation Optics	US Bureau of Labor Statistics	PPI: Optical Instruments & Lens Manufacturing	PCU333314333314	7	115.2
Protective Coatings	US Bureau of Labor Statistics	PPI: Paint and Coating Manufacturers - Special Purpose including industrial, construction, and maintenance coatings.	PCU 3255103255107	5,6	299.5
Screen Printing	US Bureau of Labor Statistics	PPI: Commercial Screen Printing	PCU323113323113	1,2,3,4	99.6
Steel Springs	US Bureau of Labor Statistics	PPI: Cold Formed Steel Spring Manufacturing	PCU3326113326113	6	149.8
Freight	US Bureau of Labor Statistics	General Freight Trucking Long Distance - LTL Primary Services	PCU484122484122P	ALL	211.5

(continued)

GENERAL INFORMATION (Cont'd)

METHOD OF AWARD:

General - This is a multiple award per specified LOT, per delivery region, to the lowest responsive and responsible bidder who are manufacturers or authorized dealers of qualifying equipment; with a corresponding awardable catalog and price list in Lot 6 and Lot 7, with the catalog as optional for all of the remaining lots.

Only timely bids will be considered in the awarding of a contract.

All bids will be reviewed and evaluated in the following order of progression:

1. **Line Item Evaluation**
2. **Catalog Evaluation and Acceptance**
3. **Reasonableness of Price**

Calculations will be made for each individual line item and for each delivery region. Should ALL bids received offer single All Region (Statewide Quick Quote) quotations on pages 29 to 41; the calculations will only be done once. Should there be a combination of All Region "Statewide Quick Quotes" and Select Individual Regional Bids, the offer of any All Region "Quick Quote" bid will be included across all regional bids for calculation and awarded by Region.

2. Line Item Evaluation -

- A. Bids will be tabulated based on Line Item for each delivery region. The low bid for each line item in each region will be classified as "AWARD ELIGIBLE"
- B. Any bid classified as "AWARD ELIGIBLE" will proceed to part "**C**" below, **and** to **#3. Catalog Evaluation and Acceptance** (if applicable) and **#4. Reasonableness of Price** sections of the Method of Award. These steps will be carried out concurrently.
- C. Any bidder classified as "Award Eligible" will be notified of their pending award status. Upon request, they will then have 10 business days in which to submit their product to the NYS Department of Transportation and/or The Office of General Services Procurement Services Group for inspection and testing, to verify that the product meets the technical specifications (per the clause "BIDDER SAMPLE QUALIFICATION & TEST PROCEDURE" beginning on page 26 of this document). **If a bid is ultimately rejected because the product did not meet specifications, we will proceed to the next lowest bidder for that item and region.**

3. Catalog Evaluation and Acceptance - All bidders will be submitting a series of catalog lists of available accessories, and options of the specified item as well as available user installable options and accessories. This request includes the submission of a retail price list for the products and a discount percentage at which you will supply these catalog items, to our contract users. These submissions will be evaluated and awarded as follows:

Evaluation of Catalog Requirement/Option

- A. The Catalog and Price List corresponds to an awarded line item. Catalogs will not be awarded without a corresponding award to a line item.
- B. The Catalog and Price List meets the requirements of the IFB per the price clause.
- C. The product line fills a need within N.Y.S. and contains products meeting the requirements as specified for the line item in the "Detailed Product Specifications".
- D. There is no conflict with a preferred source product.
- E. The discount offered will be equal to or better than any others offered to other government agencies. This will be confirmed by comparison of the prices for like **core catalog items** (as identified on page 11 of this document) with other government and private sector contracts held by the bidder. Should such contracts not be comparable, the core prices will be compared to invoices of recent sales.
- F. If specific samples are requested, the products sampled must pass all inspections and tests performed by the NYS Department of Transportation and/or the Office of General Services Procurement Services Group.

(continued)

GENERAL INFORMATION (Cont'd)

METHOD OF AWARD: (Continued)

4. Reasonableness of Price - Pricing/discounts received under this Solicitation will need to be justified as reasonable. To expedite review and award of contracts under this award, bidders **must** supply **with the bid** information and copies of **any** federal contracts, any other State contracts (for States similar in size to NYS), or any local government contracts (population of 100,000 or more) which are either currently held for public sector procurements or have been recently completed for the products offered, along with the discounts offered under those contracts. Should such contracts not exist bidder **must** supply documentation through the submission of recent invoice copies of sales of like items and core catalog products from both private and public sector transactions. Also, the bidder is to submit any other documentation that the bidder may deem relevant to be considered. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the State. In the event of a tie bid, the State holds the option to award to one or more bidders (see Appendix B, paragraph 33). Options contained in this paragraph shall also be at the State's sole discretion.

Successful completion of the qualification process, under the terms above, will result in the recommendation of award to all eligible vendors to the Office of the State Comptroller.

QUALIFICATION OF BIDDER:

Authorized Dealer/Manufacturer's Certificate - Bids will be accepted only from established manufacturers, their authorized dealers or to companies authorized to handle an established manufacturers' line of products. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with all quantities of products required by the dealer in fulfillment of its obligations under any resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support. (See "Manufacturer's Certificate" on page 53 in this document.)

Use of additional subcontractors to assist contractors with the distribution and service of this equipment, is at the discretion of, and wholly the responsibility of the contractor. The purchasing officer of record must be informed of any subcontractor involvement. Contractors and users must note that **all** correspondence, orders and payments must be directed to and through the contractor.

Capability - Bidder must maintain a business establishment with adequate inventories of the products offered, and must be capable of processing and shipping large numbers of orders to various destinations in accordance with requirements of the solicitation and subsequent award. Bidder must maintain service facilities and have trained personnel qualified to service the product furnished at the using agency within 48 hours. Additionally the bidder must be able to show proof of the following:

- **BACKGROUND OF BUSINESS** - The bidder may be required to show the number of years the bidder has been active in offering the products or services covered by the solicitation, the number of years at current address, the size and location of the inventories regularly maintained, number of employees, equipment used in normal course of business, etc. The Commissioner reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract. See: "Performance and Responsibility Qualifications," "Disqualification for Past Performance and Findings of Non-Responsibility" and "Employees/Subcontractors/Agents" in Appendix B, OGS General Specifications.
- **REFERENCES** - Upon request, all bidders, excluding current contractors, must provide a minimum of five references including references from two of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include:
 - o Name, address, contact person, telephone number, fax number, and number of years bidder has serviced the referenced account;
 - o Volume of business performed within the past three years for each referenced account

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GENERAL INFORMATION (Cont'd)

QUALIFICATION OF BIDDER: (Continued)

Financial Stability - If requested, bidder must document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. Also, the bidder may be required to demonstrate to the sole satisfaction of the State that the Bidder has the financial viability, creditworthiness, commercial soundness and depth of financial resources to insure the completion of all contractual obligations. In addition to sales history, current financial statements may be requested and must be provided within five (5) business days. The State reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

Additional Investigation or Information – The State reserves the right to investigate, make inquiries and request additional information or documentation from the bidder as deemed necessary in determining qualifications, capability or financial stability.

CORE CATALOG PRODUCTS:

Per the Catalog Inclusion sub-clause as contained on page 7 of this bid under "PRICE", all bidders of Lot 6 & Lot 7, shall submit a catalog and most recently published, dated, standard retail price list of available accessory products. The catalog and price list should contain **any options and accessories, replacement parts and products**, which may be necessary for **field service** as well as items designated as CORE CATALOG ITEMS as listed below. Should the catalog also contain **additional, related**, Traffic Safety or Control products not available on any other OGS issued award, it will be at the option of either the State or the bidder as to whether or not to include or accept them as a part of the contract.

Per the information found under the Method of Award clause beginning on page 14, these CORE ITEMS will be taken into consideration in the determination for eligibility of award. The following items (as appropriate) are designated as CORE ITEMS, and are recommended to be included in your catalogs:

CORE CATALOG PRODUCTS	
1. Flag Bracket - for 2 Flags	7. Rigid Sign Bracket
2. Flag Bracket - for 3 Flags	8. Roll up Sign Bracket
3. 24" Flag Staff	9. Tailgate Sign Bracket
4. 30" Flag Staff	10. Guide / Bridge Rail Sign Bracket
5. Replacement Support Batten (Ribs) for 36" Roll-up Signs	11. Replacement 36" Carry Case
6. Replacement Support Batten (Ribs) for 48" Roll-Up Signs	12. Replacement 48" Carry Case

PRODUCT OFFERINGS MADE BY BIDDER (Alternate Bids):

Bidder shall make no more than one offering (i.e., a single model and stock number) per item per bid. Bids which have more than one product offering per item may not be considered.

If a bidder wishes to make more than one product offering, such offering(s) are to be made on separate sheets and are to be listed as "alternate" bids. "Alternate" bids are to show complete information (pricing, brand, model, stock number, etc.), and will be evaluated as separate bids.

PRODUCT DISCONTINUATION AND SUBSTITUTION:

In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Office of General Services to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User.

It is the vendor's responsibility to inform the Office of General Services, Purchasing Officer, in a timely fashion. The notification should include the date of loss of availability and the current inventory level for the product. The contractor shall provide to OGS PSG, complete information on the replacement product including, but not limited to: a Specification List, Function and Feature list and Comparison of Performance between the new and old product.

Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of contract. In the event that a contractor is unable to provide a replacement, it is the State's right to cancel the contract and to proceed with an award to the next lowest bidder in line.

Also see the **Catalog Requirement/Option** sub-clause, in the **PRICE** section on pages 7 through 9 for additional information.

(continued)

GENERAL INFORMATION (Cont'd)

GOVERNMENT MANDATED PROGRAM ADJUSTMENT

An adjustment in product and/or price may be permitted if a government mandated program, such as a new Federal Highway Administration Specification Standards, or MUTCD regulations take effect and suitable documentation is furnished to the State. The State will determine if the requested change is verifiable and is reasonable. Replacement product would be subject to NYS Department of Transportation testing and approval by the Department of Transportation, The Office of General Services and the Office of the State Comptroller. A price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in a Producer Price Index or Industrial Standard Indices.

RECALLS:

The contractor must immediately notify the Office of General Services, Procurement Services Group of any recalls pertaining to product on contract.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

CONTRACT MIGRATION:

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

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of four years as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

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

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GENERAL INFORMATION (Cont'd)

SHORT TERM EXTENSION:

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

CANCELLATION FOR CONVENIENCE:

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

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$250,000.

EMERGENCY PURCHASING:

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

PURCHASE ORDERS AND INVOICING:

General – All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges.

Invoices - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number
 - Should not be something that is "unique" to dealer or distributor.
 - Should be something that can be tracked by a third party.
 - Preferably a manufacturer's code or identifying number.
- Line item breakdown of all charges:
- Line item breakdown of any deletion:

Failure to comply may result in lengthy payment delays.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questions at end of bid document).

TOLL-FREE NUMBER:

Contractors must provide a toll-free telephone number for the state's procurement usage. If bidder does not currently maintain a toll-free number, the bidder must be willing to establish one prior to award of contract.

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GENERAL INFORMATION (Cont'd)

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are: **1.) Lower in price, -and/or- 2.) Available under terms which are more economically efficient to the State agency** (e.g. delivery terms, warranty terms, etc.). Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

INFORMATION TO BE FURNISHED WITH BID:

The bidder shall submit with its bid, a single hard copy of **any catalog offering**, whether mandatory or optional, along with the **appropriate matching standard Retail Price List**, per the instructions found in the Price Clause on page 7.

The Bidder is to submit an **electronic version of any Retail Price List being offered in Excel File format**, either with its bid or within 3 business days of request. If submitting with the bid, the file should be on either CD, DVD, or USB 2.0 Flash Drive. If being submitted upon request, it is to be submitted either via e-mail directly to both the **primary** and **secondary** contacts as listed on page 1 of this document. **Four (4) additional copies** of the submitted catalog will also be required either with its bid or within 3 business days of request, as either a hard copy publication or electronically as a PDF format file on CD or DVD media.

The bidder shall submit either with its bid or within 3 business days of request four (4) detailed copies **each** of the specifications, instruction manuals, training materials, circulars and all necessary data on the line item products to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. These materials may be submitted in either paper hard copy or electronic format as a PDF Format File on either CD, DVD, or USB 2.0 Flash Drive.

Bidders **must** supply either with its bid or within 3 business days of request, information and three (3) copies of any federal contracts, any other State contracts (for States similar in size to NYS), and any local government contracts (population of 100,000 or more) that are currently held (or recently completed) for the products offered, along with the discounts offered under those contracts. Should such contracts not exist bidder **must** supply documentation through **invoice copies of sales of like items and core catalog products**. Also, the bidder is to submit any other documentation that the bidder may deem relevant to be considered. These materials may be submitted in either paper hard copy or in electronic format on either a CD, a DVD, or a USB 2.0 Flash Drive, or if responding upon request, transmitted as PDF format files directly to the primary contact.

The bidder shall indicate in the spaces provided **in this** bid document the manufacturer's name, the address where the proposed product or products will be produced, the catalog references or model number of the product or products offered and all other information requested.

It is recommended that bidders carefully review the full contents of this bid to ascertain all submission requirements. Special attention should be taken in reviewing pages 7 through 9, 15 through 17, 20, 22 and 29 through 73. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. Bidders are advised to utilize & submit the checklist found on page 73 of this IFB when preparing and packaging your offer.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. **Should recycled material be utilized** in the

(continued)

GENERAL INFORMATION (Cont'd)

USE OF RECYCLED OR REMANUFACTURED MATERIALS: (Continued)

manufacture of the products offered, complete the Affidavit of Recycled Content, found on page 51 of this document. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

PERFORMANCE REQUIREMENTS:

Retail Price Lists and Catalogs - Contractor shall be required to furnish, without charge, catalog and retail price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to all 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. Fulfillment of any request must be made within 14 calendar days of the request.

Catalogs and retail price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and retail price lists. Retail price lists provided to contract users under this contract may, at the vendor's option, include Net Prices reflecting the proper discounts for appropriate products in addition to the proper full list prices.

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

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

Product Returns, Problem Product - Products returned because of quality problems, duplicated shipments, outdated product, etc., shall be picked up by the contractor at the contractor's expense, 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 at the agencies' expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

Emergency Service Number & Contact Information - Given the nature of the products impact upon public safety, the contractor will provide a toll free product emergency service phone number that is available seven days a week, twenty-four hours a day. An emergency contact person is to be named, and a phone number, cell phone number, fax number, and email address for this contact shall be provided on page 47 this IFB.

Internet Websites -The State would prefer and recommends that successful bidders have a designated NYS contract website for end users direct access. This website will be listed under the contractor information in the Contract Award Notification. The website will be the responsibility of the contractor to maintain and keep updated. Changes in product line or pricing must be approved by the Procurement Services Group in accordance with any terms included in this bid prior to addition to the website. Hard copy catalog and retail price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

If contractor stores, collects or maintains personal identification data electronically as a condition of accessing State contract information, such data shall only be used internally by contractor for the purpose of implementing the State contract, and shall not be disseminated to third parties or used for other marketing purposes.

(continued)

GENERAL INFORMATION (Cont'd)

WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

1. Proof of Compliance with Workers' Compensation Coverage Requirements:

An ACORD form is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:

- A) Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us); (Reference applicable IFB/RFP and Group #s on the form.)
- B) Certificate of Workers' Compensation Insurance:
 - 1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or
 - 2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.
- C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

2. Proof of Compliance with Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall:

- A) Be legally exempt from obtaining disability benefits coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Board-approved self-insured employer.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us); (Reference applicable IFB/RFP and Group #s on the form.)
- B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
- C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: The Office of General Services, Procurement Services Group, Team 6, 38th floor, Corning Tower, Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)

GENERAL INFORMATION (Cont'd)

OVERLAPPING CONTRACT ITEMS:

Products/services available in the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

PREFERRED SOURCE NOTE:

All bidders should note that certain legally established preferred source suppliers, such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled have expressed an interest in supplying products/services covered by this solicitation. Therefore, one or more of these suppliers may be designated as a "Preferred Source" and as a result, we may issue no award for the products/services affected.

PREFERRED SOURCE PRODUCTS:

Section 162 of the State Finance Law requires that agencies afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant contract(s) may be available from one or more preferred sources. In the Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources. Resultant contractors will be required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

Agencies Note: Some products/services in this contract may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products/services available from preferred sources which meet your form, function and utility.

WARRANTIES:

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

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty. At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability. Product literature and specifications must also be available. Where accessories are to be supplied, they must be compatible with the rest of the product.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

GENERAL INFORMATION (Cont'd)

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

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

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

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

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases **no later than forty-five (45) days after the close of each calendar quarter**. The sales reports are due at the same time that the procurement fee is payable to the Department of Taxation and Finance, where applicable, per the clause found on page 10 of this document.

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

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

Order Date	Item #	Product Description	Sold To:	Quantity	Unit Price	Total Sales
					\$	\$
Grand Total Sales						\$

The report is to be **submitted electronically in Microsoft Excel 2003** or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the Purchasing Officer shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name. The outlined sales report is the minimum information required. Additional related sales information may be required.

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DETAILED SPECIFICATIONS

PRODUCT QUALIFICATION:

Prior to the initial purchase of any Traffic Control or Traffic Safety Device, the New York State Department of Transportation reserves the right to request submission of product samples for testing, approval and subsequent listing on the Department's Approved Lists. This requirement may be waived for products that have previously been appointed to and are currently on the list; however the State may at anytime request a product be retested.

Testing of these items will require contractors to prepare and submit two (2) copies of drawings, specifications, test reports (see SAMPLE SUBMISSION (B) below), a letter stating that they have conformed to the standards specified herein, and Federal acceptance letters to the Purchasing Officer of Record. The review process requires a minimum of 30 calendar days. **Physical inspection of the product will be at the request of the State.**

Upon approval, the name of the manufacturer and the product may be placed on the Approved List. Failure of a product to qualify will result in the issuance of a Purchasing Memorandum to advise buyers of the test results.

The State also reserves the right to test any product and/or material supplied by a contractor at any time for compliance to specifications, and assess to the contractor total test cost for non-compliance.

QUALITY CONTROL / QUALITY ASSURANCE (QC/QA) PROCEDURES:

Strict compliance with the NYS-DOT QC/QA shall be required with all resultant contractors. These requirements include, but are not limited to, strict penalties for non-compliance, such as back-charging for using agency, costs to remove defective units, installation of replacement units, repackage and ship defective units to contractor, etc.

SPECIFICATION NOTE:

"Or equal" and "Or equivalent" as stated throughout this specifications means that any equivalency has to be approved by the State after the Manufacturer provides the State with "specific details" of how and why it substantially meets/exceeds the requirements.

SAMPLES TO BE SUBMITTED BY BIDDER/CONTRACTOR:

The bidder/contractor may be required to submit samples. See "Samples" in Appendix B, OGS General Specifications.

Should such a request be made, the bidder will follow the procedure as outlined below.

BIDDERS SAMPLE QUALIFICATION & TEST PROCEDURE:

The following procedure will apply to all items.

- A. **GENERAL:** All equipment furnished under this specification shall be assembled and ready-for-use upon delivery.
- B. **SAMPLE SUBMISSION:**
 - 1. A complete sample of the product; together with two paper copies and one CD electronic copy of the operations and maintenance manual as previously described in this document (if applicable); will be submitted by the notified bidder to the address specified by the purchasing office of record. for inspection and testing. See **paragraph 3** for further details.
 - 2. The Sample submitted will remain the property of the bidder until the sample is returned or purchased by the State. The State reserves the right to purchase the bid sample at the bid price.
 - 3. Each low bidder if requested will be required to submit the samples **within 10 business days**, after formal notification by the Office of General Services, Procurement Services Group of pending award eligible status. Final award status will be based on the samples being complete per the appropriate specification, operative and ready for testing within 3 business days of receipt at the designated test location. The sample will be tested at a NYS Department of Transportation facility located within the Albany Metro Region or by the NYS Office of General Services, Procurement Services Group. Notification of the testing site address will be given along with the formal notification of pending award eligible status.

Failure of the bidder to submit a complete sample within the 10 Business Day time frame stated above may be considered just cause for rejection of their bid offer.

(continued)

DETAILED SPECIFICATIONS (Continued)

C. SAMPLE TESTING:

During the sample evaluations, the sample will be assessed for deficiencies. Deficiencies will be assessed in accordance with the following:

Deficiency: Any item or statement within this specification which is not included in or demonstrated by the sample upon evaluation or testing will be noted as a deficiency.

Examples of deficiencies are:

- a. Physical dimensions not in accordance with the specifications.
- b. Input or output connectors and/or keying not in compliance with the specifications.
- c. Operational or timing sequence which does not meet minimum specification requirements.
- d. Improper Input - Output voltage or current levels.
- e. User programming switches or pushbuttons or potentiometers not in accordance with the specification.
- f. Indicator lights or character displays not in accordance with the specification.
- g. Failure as a result of specified temperature and/or humidity tests.
- i. Failure as a result of line voltage, transient or lightning tests.
- j. User programming switches or pushbuttons or potentiometers which cannot be readily operated.
- k. Inadequate cabinet ventilation and weatherproofing.
- l. Failure as a result of physical tests such as shock or vibration.
- m. Failure of display to achieve specified formats, or visual values.
- n. Failure of system to meet any stated specification.

Manufacturers who have had a sample tested under the National Transportation Product Evaluation Program (NTPEP) or under any other certified testing program should submit those **Test Reports** to the Purchasing Officer of record, as found on the cover of this document, for review. Manufacturers are also required to submit test reports and letters of acceptance that show their samples and products meet NCHRP 350 Compliance as specified herein.

D. DEFICIENCY NOTIFICATION:

During the evaluation procedure the State will advise the low bidder by written Notice of Deficiency, if any deficiencies are found. The vendor will be given ten (10) working days to correct the cited deficiencies at the Inspection and Testing Center. Access to this facility shall be given to the vendor's representatives upon appointment only, between 8:00 a.m. and 2:00 p.m., Monday through Friday, except State Holidays. Appointments will be arranged by the Primary Contact.

E. SAMPLE DELAY:

Any samples not submitted in a timely manner in accordance with paragraph (B) above or any cited deficiency remaining after ten (10) working days following the vendor's receipt of the Notice of Deficiency may be considered just cause for rejection of the bid sample and bid item.

F. SAMPLE RECOVERY:

Vendors will be notified of completion of inspection and they will be required to make arrangement for the recovery of the supplied sample. Samples should be removed from the testing facility within 10 calendar days from the date of notification. Recovery of samples is at the expense of the vendor.

(continued)

DETAILED SPECIFICATIONS (Continued)

SCOPE (Lots 1 through 5):

It is the intent of these specifications to cover the minimum requirements for **Roll Up Signs**. The purpose of these Signs is to effectively communicate traffic, emergency and road construction conditions and situations to the motorists on the streets, roads, highways, expressways, as well on entry ramps and exits of bridges and tunnels, giving the driver the information needed to proceed in a safe and efficient manner on a temporary basis.

RETROREFLECTIVE ROLL UP SIGN PANELS

All Retroreflective Roll Up sign panels shall consist of a solid, flexible, prismatic or microprismatic retroreflective sheet, sealed to a durable, heavy duty, flexible, elastomeric or vinyl coated fabric material. Mesh sign panels are specifically prohibited and will not be considered. The retroreflective surface of the sheeting shall be weather resistant and show no appreciable blistering, cracking, curling, dimensional change, edge lifting, fading, pitting, or scaling, after six months' unprotected outdoor exposure. Panels must meet the retroreflectivity requirements of ASTM 4956 Type VI sheeting, and be either White, Fluorescent Orange, Fluorescent Coral (Pink), or Fluorescent Yellow-Green in base color. Reflective material shall be as noted in each lot, and manufactured by: Avery Dennison Corporation/New Reflective Technologies Corp. of Painesville, Ohio; Reflexite Corporation of Avon, Connecticut, 3M™ Corporation of St. Paul, Minnesota.

The panels shall be: diamond shaped, based on a square 36"(inch) or 48"(inch) long edge with 4(four) 90° corners; or rectangular in shape, of 48"x24" inch or 36"x54" inch dimensions. Panels shall feature permanently fixed or sliding pockets of lexan or polycarbonate material at the corners and sides. A pocket's open edge shall face the open edge of the pocket installed at the opposing corner 180° away. Stitched or fabric pockets will not be permitted, however stitching may be used to supplement the strength of an appropriate attached device.

All panels shall be compatible for deployment on to portable sign stands as specified herein under Lots 6 and 7.

All sign copy shall be Screen Printed, in a manner and using the appropriate ink as specified by the sheeting manufacturer. All signs shall conform to the requirements of the current MUTCD consisting of the National MUTCD and NYS Supplement, including letter and border sizes. Any sign approved for work zone use by NYSDOT and in the MUTCD shall be considered to be a standard legend.

Roll-up Signs designed and printed as an **image overlay** which transforms the intended natural dimensions of the sign into having the **OVERALL perception** of the sign panels being of a **DIFFERENT sign shape**, will **not** be allowed and any such sign shall not be included as a part of this contract. [ie: a diamond shaped roll up sign, printed with either an octagonal red or an inverted yellow triangular image as the central portion of the sign.] It is the opinion of the State that this type of design is non compliant with MUTCD specifications and any use of such on NYS roads and highways is prohibited." A panel in which such an overlay of a smaller scope is used as a design function, to assist in alerting motorists in advance of the placement of an upcoming sign is acceptable.

All panels will come complete with supporting battens (ribs). All 48" (inch) signs shall have a minimum 3/8" (inch) thick vertical batten and a 3/16" (inch) Thick horizontal batten. All 36" (inch) signs shall have a minimum 1/4" (inch) thick vertical batten and a 3/16" (inch) thick horizontal batten. All battens are to be of appropriate width to comfortably fit into the panel corner pockets and of appropriate length to span the panel. Battens may be attached in pairs at the center point with a single pivot able rivet or a nut-bolt-washer combination, which would allow for rotation of the battens to the proper deployment position.

Each panel will also include a durable protective case (preferably constructed of nylon or vinyl) with hook and loop (Velcro) closure and carry handle. The case shall be labeled to indicate the enclosed sign. Signs shall be shipped rolled up therein.

Signs shall be furnished with all necessary cross-braces and any ordered overlays. All overlay attachments shall feature hook and loop (Velcro) permanently attached to complete top and bottom of overlay and sign face.

(continued)

DETAILED SPECIFICATIONS (Continued)

SCOPE (Lots # 6 and #7):

It is the intent of these specifications to cover the minimum requirements for **Portable Sign Stands** for highway and road use. The purpose of these stands is to effectively deploy and hold required roll up or rigid signage for temporary display of traffic, emergency and road construction conditions and situational information for motorists on the streets, roads, highways, expressways, as well on entry ramps and exits of bridges and tunnels, giving the driver the information needed to proceed in a safe and efficient manner.

PORTABLE SIGN STANDS:

Sign stands shall be a "universal" wind deflecting type, and be capable of displaying both 36" and 48" vinyl work zone signs in *normal wind conditions* without the need for exterior (leg) ballast. All stands shall have four (4) *telescoping legs*. Each leg shall feature an anti-skid "crutch" tip. Legs shall be attached to a *minimum 3/16"* plate steel base; will move independently, and will lock into both the open and closed (folded) positions.

Stands offered under **Lot #6** shall be constructed of **Aluminum** Tubing (Alloy 6061-T5 or 6061-T6, minimum .100 wall gauge). Stands offered under **Lot #7** shall be constructed of **Steel** Tubing. All steel components shall be either galvanized or powder coated.

The base for both lots shall provide for at least two open positions so that legs can be adjusted to compensate for uneven terrain. All stands are to be designed and constructed for optimum wind deflection when deployed with a 36" or 48" roll up sign attached. This could include the mast being attached to the base via steel coil springs so as to ensure proper wind deflection or other proven means.

Stands offered under **Lot #6, Item # 51** and for **Lot #7, Item # 53** shall be designed to field adjust for height and flex, to display signs at a **minimum of 18" above grade, and weigh no more than 40 lbs.** Sign stands offered under these item numbers may also use a vertical leaf spring to ensure proper wind deflection.

Stands offered under **Lot #6, Item # 52** and for **Lot #7, Item # 54** shall be designed to display signs at a **minimum of 60" above grade, and weigh no more than 50 lbs.**

All sign stands offered must have been Crash Tested to meet the criteria of NCHRP-350. A complete copy of the items NCHRP-350 acceptance document from the FHWA is required for award and is to be submitted to the purchasing officer within 3 (three) days of its request.

SCOPE - (Lot #8)

It is the intent of these specifications to cover the minimum requirements for a **Retroreflectometer**, which is a device which enables a person to effectively and accurately measure and record the retroreflective properties of traffic and road signage that is deployed on the streets, roads, highways, expressways, as well on entry ramps and exits of bridges and tunnels to assure that signage is compliant with State and Federal Standards.

RETROREFLECTOMETER:

The Retroreflectometer shall be designed and manufactured for the express purpose of measurement of retroreflectivity of traffic signs. It shall be an ergonomic, battery powered hand held unit, with an optional remote controllable telescopic pole mount for simplified access to elevated signage. The battery power source shall be rechargeable, either NiCad or NiMH, and will come complete with battery and a 120V-AC compatible charger.

The Retroreflectometer shall measure the coefficient of retroreflectivity to FHWA - MUTCD requirements and meet all aspects of ASTM Standard E1709. It shall be trigger actuated, and measure observation angles of 0.2 and 0.5 degrees simultaneously with an entrance angle of -4 degrees. With each actuation, the retroreflectometer shall take all necessary readings and internally calculate the test result. The retroreflectometer shall feature an LCD digital display for manually reading test results and it shall have an on-board memory capable of storing at least 1000 tests. The retroreflectometer shall be capable of interfacing with a PC or Laptop computer via serial or USB connectivity for downloading of stored data. The Retroreflectometer shall also include GPS capability to identify and record sign location for cataloging sign inventory and results, and shall include a copy of any and all software for operation and upkeep along with an unrestricted use license. Software and calibration upgrades are to be included at no additional charge for a term of no less than 5 years from the date of purchase.

The retroreflectometer shall come complete, and ready to use, packaged with the aforementioned battery, and charger, as well as a carry strap, lens cap, software, interface cable and carry case.

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

Lot #1 - Roll Up Signs -

Avery Dennison®/ New Reflective Technologies Corp Work Zone Signage Material Base

Furnish and deliver Roll up Signs manufactured using Avery Dennison® S-9000, S9013 & WU-6014 Fluorescent Flexible Roll-Up Sign Sheeting Material as described below and in accordance with the terms and conditions of this solicitation the following:

SUPPLY REGIONS - INDICATE BY CHECKING in the BOX BELOW, IF THIS BID IS TO APPLY TO ALL DELIVERY REGIONS IN THE STATE **OR** IF IT IS TO COVER ONLY SPECIFIC COVERAGE REGIONS (Check appropriate box for applicable region) See page 11 for Regional Breakdown. (If you wish to quote different prices for different regions please copy and submit additional bid pages for each region as needed)

LOT # 1

THIS BID APPLIES FOR FULL STATEWIDE COVERAGE - ☐

THIS BID APPLIES Regionally to Region(s):	A ☐	B ☐	C ☐	D ☐	E ☐	F ☐	G ☐	H ☐
	I ☐	J ☐	K ☐	L ☐	M ☐	N ☐	O ☐	

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
1.	Roll-Up Sign, 36" Size, Diamond Shaped with Standard Text/Symbol Only: WHITE Fluorescent ORANGE Fluorescent YELLOW/GREEN	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
2.	Roll-Up Sign, 36" Size, Diamond Shaped Text with One (1) Standard Overlay WHITE Fluorescent ORANGE Fluorescent YELLOW/GREEN	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
3.	Roll-Up Sign, 36" Size, Diamond Shaped Text with Two (2) Standard Overlays WHITE Fluorescent ORANGE Fluorescent YELLOW/GREEN	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
4.	Roll-Up Sign, 36" Size, Diamond Shaped with Custom Text Only WHITE Fluorescent ORANGE Fluorescent YELLOW/GREEN	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
5.	Roll-Up Sign, 48"Size, Diamond Shaped with Standard Text/Symbol Only: WHITE Fluorescent ORANGE Fluorescent YELLOW/GREEN	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

Lot #1 - - Roll Up Signs -

Avery Dennison®/New Reflective Technologies Corp Work Zone Signage Material Base (Continued)

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
6.	Roll-Up Sign, 48" Size, Diamond Shaped Text with One (1) Standard Overlay				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	100	\$ _____	\$ _____	_____
7.	Roll-Up Sign, 48" Size, Diamond Shaped Text with Two (2) Standard Overlays				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	100	\$ _____	\$ _____	_____
8.	Roll-Up Sign, 48" Size, Diamond Shaped with Custom Text Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	100	\$ _____	\$ _____	_____
9.	Roll-Up Sign, 48" x 24" Size, Rectangular Shaped with Standard Text/Symbol Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	100	\$ _____	\$ _____	_____
10.	Roll-Up Sign, 36" x 54" Size, Rectangular Shaped with Standard Text/Symbol Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	100	\$ _____	\$ _____	_____
GRAND TOTAL LOT - Lot #1 (Items # 1 - 10):				\$ _____	

ADDITIONAL VOLUME DISCOUNTS

Indicate Any Additional Volume Discounts Being Offered

Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order of A SINGLE SIGN IMPRINT	Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order by TOTAL NUMBER OF SIGNS
Order Quantity: 2-5 > _____ %off	Order Quantity: 2-5 > _____ %off
Order Quantity: 6-12 > _____ %off	Order Quantity: 6-12 > _____ %off
Order Quantity: 13 -24 > _____ %off	Order Quantity: 13 -24 > _____ %off
Order Quantity: 25-48 > _____ %off	Order Quantity: 25-48 > _____ %off
Order Quantity: 49+ > _____ %off	Order Quantity: 49+ > _____ %off

Sign Printer: _____

Printing Facility Address: _____

Shipping & Delivery Schedule: _____ Days A/R/O

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**Lot #2 - Roll Up Signs -
Reflexite® Super Brite Grade Material Base**

Furnish and deliver Roll up Signs manufactured using REFLEXITE® SUPER BRIGHT GRADE Material as described below and in accordance with the terms and conditions of this solicitation the following:

SUPPLY REGIONS - INDICATE BY CHECKING in the BOX BELOW, IF THIS BID IS TO APPLY TO ALL DELIVERY REGIONS IN THE STATE **OR** IF IT IS TO COVER ONLY SPECIFIC COVERAGE REGIONS (Check appropriate box for applicable region) See page 11 for Regional Breakdown. (If you wish to quote different prices for different regions please copy and submit additional bid pages for each region as needed)

LOT # 2

THIS BID APPLIES FOR FULL STATEWIDE COVERAGE - ☐

THIS BID APPLIES Regionally to Region(s):	A ☐	B ☐	C ☐	D ☐	E ☐	F ☐	G ☐	H ☐
	I ☐	J ☐	K ☐	L ☐	M ☐	N ☐	O ☐	

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
11.	Roll-Up Sign, 36" Size, Diamond Shaped with Standard Text/Symbol Only: WHITE Fluorescent ORANGE Fluorescent PINK	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
12.	Roll-Up Sign, 36" Size, Diamond Shaped Text with One (1) Standard Overlay WHITE Fluorescent ORANGE Fluorescent PINK	100 300 50	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
13.	Roll-Up Sign, 36" Size, Diamond Shaped Text with Two (2) Standard Overlays WHITE Fluorescent ORANGE Fluorescent PINK	100 300 50	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
14.	Roll-Up Sign, 36" Size, Diamond Shaped with Custom Text Only WHITE Fluorescent ORANGE Fluorescent PINK	100 200 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
15.	Roll-Up Sign, 48" Size, Diamond Shaped with Standard Text/Symbol Only: WHITE Fluorescent ORANGE Fluorescent PINK	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**Lot #2 - Roll Up Signs -
Reflexite® Super Brite Grade Material Base (Continued)**

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
16.	Roll-Up Sign, 48" Size, Diamond Shaped Text with One (1) Standard Overlay				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent PINK	50	\$ _____	\$ _____	_____
17.	Roll-Up Sign, 48" Size, Diamond Shaped Text with Two (2) Standard Overlays				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	50	\$ _____	\$ _____	_____
18.	Roll-Up Sign, 48" Size, Diamond Shaped with Custom Text Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____
19.	Roll-Up Sign, 48" x 24" Size, Rectangular Shaped with Standard Text/Symbol Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____
20.	Roll-Up Sign, 36" x 54" Size, Rectangular Shaped with Standard Text/Symbol Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____

GRAND TOTAL LOT - Lot #2 (Items # 11 - 20):

\$ _____

ADDITIONAL VOLUME DISCOUNTS

Indicate Any Additional Volume Discounts Being Offered

Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order of A SINGLE SIGN IMPRINT	Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order by TOTAL NUMBER OF SIGNS
Order Quantity: 2-5 > _____ %off	Order Quantity: 2-5 > _____ %off
Order Quantity: 6-12 > _____ %off	Order Quantity: 6-12 > _____ %off
Order Quantity: 13 -24 > _____ %off	Order Quantity: 13 -24 > _____ %off
Order Quantity: 25-48 > _____ %off	Order Quantity: 25-48 > _____ %off
Order Quantity: 49+ > _____ %off	Order Quantity: 49+ > _____ %off

Sign Printer: _____
 Printing Facility Address: _____
 Shipping & Delivery Schedule: _____ Days A/R/O

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

Lot #3 - Roll Up Signs -

REFLEXITE® Marathon GRADE Material Base

Furnish and deliver Roll up Signs manufactured using REFLEXITE® MARATHON GRADE Material as described below and in accordance with the terms and conditions of this solicitation the following:

SUPPLY REGIONS - INDICATE BY CHECKING in the BOX BELOW, IF THIS BID IS TO APPLY TO ALL DELIVERY REGIONS IN THE STATE **OR IF IT IS TO COVER ONLY SPECIFIC COVERAGE REGIONS (Check appropriate box for applicable region) See page 11 for Regional Breakdown. (If you wish to quote different prices for different regions please copy and submit additional bid pages for each region as needed)**

LOT # 3

THIS BID APPLIES FOR FULL STATEWIDE COVERAGE - ☐

THIS BID APPLIES Regionally to Region(s):	A ☐	B ☐	C ☐	D ☐	E ☐	F ☐	G ☐	H ☐
	I ☐	J ☐	K ☐	L ☐	M ☐	N ☐	O ☐	

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
21.	Roll-Up Sign, 36" Size, Diamond Shaped with Standard Text/Symbol Only:				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
22.	Roll-Up Sign, 36" Size, Diamond Shaped Text with One (1) Standard Overlay				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent PINK	50	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
23.	Roll-Up Sign, 36" Size, Diamond Shaped Text with Two (2) Standard Overlays				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent PINK	50	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
24.	Roll-Up Sign, 36" Size, Diamond Shaped with Custom Text Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
25.	Roll-Up Sign, 48"Size, Diamond Shaped with Standard Text/Symbol Only:				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
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INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**Lot #3 - Roll Up Signs -
Reflexite® Marathon Grade Material Base (Continued)**

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
26.	Roll-Up Sign, 48" Size, Diamond Shaped Text with One (1) Standard Overlay				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	Fluorescent PINK	50	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
27.	Roll-Up Sign, 48" Size, Diamond Shaped Text with Two (2) Standard Overlays				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	50	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
28.	Roll-Up Sign, 48" Size, Diamond Shaped with Custom Text Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
29.	Roll-Up Sign, 48" x 24" Size, Rectangular Shaped with Standard Text/Symbol Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
30.	Roll-Up Sign, 36" x 54" Size, Rectangular Shaped with Standard Text/Symbol Only				
	WHITE	100	\$ _____	\$ _____	_____
	Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	Fluorescent PINK	100	\$ _____	\$ _____	_____
	Fluorescent YELLOW/GREEN	50	\$ _____	\$ _____	_____
GRAND TOTAL BID - Lot #3 (Items # 21 - 30):				\$ _____	

ADDITIONAL VOLUME DISCOUNTS

Indicate Any Additional Volume Discounts Being Offered

Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order of A SINGLE SIGN IMPRINT	Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order by TOTAL NUMBER OF SIGNS
Order Quantity: 2-5 > _____ %off	Order Quantity: 2-5 > _____ %off
Order Quantity: 6-12 > _____ %off	Order Quantity: 6-12 > _____ %off
Order Quantity: 13 -24 > _____ %off	Order Quantity: 13 -24 > _____ %off
Order Quantity: 25-48 > _____ %off	Order Quantity: 25-48 > _____ %off
Order Quantity: 49+ > _____ %off	Order Quantity: 49+ > _____ %off

Sign Printer: _____
Printing Facility Address: _____
Shipping & Delivery Schedule: _____ Days A/R/O

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**Lot #4 - Roll Up Signs -
3M™ Vinyl Roll Up Sign Sheeting Grade Material Base**

Furnish and deliver Roll up Signs manufactured using 3M™ Vinyl Roll Up Sign Sheeting RS30, RS33 or RS34 grade materials as described below and in accordance with the terms and conditions of this solicitation the following:

SUPPLY REGIONS - INDICATE BY CHECKING in the BOX BELOW, IF THIS BID IS TO APPLY TO ALL DELIVERY REGIONS IN THE STATE **OR** IF IT IS TO COVER ONLY SPECIFIC COVERAGE REGIONS (Check appropriate box for applicable region) See page 11 for Regional Breakdown. (If you wish to quote different prices for different regions please copy and submit additional bid pages for each region as needed)

LOT # 4

THIS BID APPLIES FOR FULL **STATEWIDE** COVERAGE - ☐

THIS BID APPLIES Regionally To Region(s) :	A ☐	B ☐	C ☐	D ☐	E ☐	F ☐	G ☐	H ☐
	I ☐	J ☐	K ☐	L ☐	M ☐	N ☐	O ☐	

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
31.	Roll-Up Sign, 36" Size, Diamond Shaped with Standard Text/Symbol Only: RS 30 - WHITE RS 34 -Fluorescent ORANGE RS 33 - Fluorescent PINK	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
32.	Roll-Up Sign, 36" Size, Diamond Shaped Text with One (1) Standard Overlay RS 30 - WHITE RS 34 -Fluorescent ORANGE RS 33 - Fluorescent PINK	100 300 50	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
33.	Roll-Up Sign, 36" Size, Diamond Shaped Text with Two (2) Standard Overlays RS 30 - WHITE RS 34 -Fluorescent ORANGE RS 33 - Fluorescent PINK	100 300 50	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
34.	Roll-Up Sign, 36" Size, Diamond Shaped with Custom Text Only RS 30 - WHITE RS 34 -Fluorescent ORANGE RS 33 - Fluorescent PINK	100 200 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____
35.	Roll-Up Sign, 48"Size, Diamond Shaped with Standard Text/Symbol Only: RS 30 - WHITE RS 34 -Fluorescent ORANGE RS 33 - Fluorescent PINK	100 300 100	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____

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**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

Lot #4 - Roll Up Signs -

3M™ Vinyl Roll Up Sign Sheeting Grade Material Base (Continued)

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
36.	Roll-Up Sign, 48" Size, Diamond Shaped Text with One (1) Standard Overlay				
	RS 30 - WHITE	100	\$ _____	\$ _____	_____
	RS 34 -Fluorescent ORANGE	300	\$ _____	\$ _____	_____
	RS 33 - Fluorescent PINK	50	\$ _____	\$ _____	_____
37.	Roll-Up Sign, 48" Size, Diamond Shaped Text with Two (2) Standard Overlays				
	RS 30 - WHITE	100	\$ _____	\$ _____	_____
	RS 34 -Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	RS 33 - Fluorescent PINK	50	\$ _____	\$ _____	_____
38.	Roll-Up Sign, 48" Size, Diamond Shaped with Custom Text Only				
	RS 30 - WHITE	100	\$ _____	\$ _____	_____
	RS 34 -Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	RS 33 - Fluorescent PINK	100	\$ _____	\$ _____	_____
39.	Roll-Up Sign, 48" x 24" Size, Rectangular Shaped with Standard Text/Symbol Only				
	RS 30 - WHITE	100	\$ _____	\$ _____	_____
	RS 34 -Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	RS 33 - Fluorescent PINK	100	\$ _____	\$ _____	_____
40.	Roll-Up Sign, 36" x 54" Size, Rectangular Shaped with Standard Text/Symbol Only				
	RS 30 - WHITE	100	\$ _____	\$ _____	_____
	RS 34 -Fluorescent ORANGE	200	\$ _____	\$ _____	_____
	RS 33 - Fluorescent PINK	100	\$ _____	\$ _____	_____

GRAND TOTAL LOT - Lot #4 (Items # 31 - 40):

\$ _____

ADDITIONAL VOLUME DISCOUNTS

Indicate Any Additional Volume Discounts Being Offered

Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order of A SINGLE SIGN IMPRINT	Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order by TOTAL NUMBER OF SIGNS
Order Quantity:2-5 > _____%off	Order Quantity:2-5 > _____%off
Order Quantity: 6-12> _____%off	Order Quantity: 6-12> _____%off
Order Quantity: 13 -24 > _____%off	Order Quantity: 13 -24 > _____%off
Order Quantity: 25-48> _____%off	Order Quantity: 25-48> _____%off
Order Quantity: 49+> _____%off	Order Quantity: 49+> _____%off

Sign Printer: _____

Printing Facility Address: _____

Shipping & Delivery Schedule: _____ Days A/R/O

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

Lot #5 - Roll Up Signs -

3M™ Diamond Grade™ Roll Up Sign Sheeting - RS20 & RS24 Material Base

Furnish and deliver Roll up Signs manufactured using 3M™ Diamond Grade™ Roll Up Sign Sheeting RS20 & RS24 material as described below and in accordance with the terms and conditions of this solicitation the following:

SUPPLY REGIONS - INDICATE BY CHECKING in the BOX BELOW, IF THIS BID IS TO APPLY TO ALL DELIVERY REGIONS IN THE STATE **OR** IF IT IS TO COVER ONLY SPECIFIC COVERAGE REGIONS (Check appropriate box for applicable region) See page 11 for Regional Breakdown. (If you wish to quote different prices for different regions please copy and submit additional bid pages for each region as needed)

LOT # 5

THIS BID APPLIES FOR FULL **STATEWIDE** COVERAGE - ☐

THIS BID APPLIES Regionally to Region(s) :	A ☐	B ☐	C ☐	D ☐	E ☐	F ☐	G ☐	H ☐
	I ☐	J ☐	K ☐	L ☐	M ☐	N ☐	O ☐	

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
41.	Roll-Up Sign, 36" Size, Diamond Shaped with Standard Text/Symbol Only: RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 300	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
42.	Roll-Up Sign, 36" Size, Diamond Shaped Text with One (1) Standard Overlay RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 300	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
43.	Roll-Up Sign, 36" Size, Diamond Shaped Text with Two (2) Standard Overlays RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 300	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
44.	Roll-Up Sign, 36" Size, Diamond Shaped with Custom Text Only RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 200	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
45.	Roll-Up Sign, 48"Size, Diamond Shaped with Standard Text/Symbol Only: RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 300	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**Lot #5 - Roll Up Signs -
3M™ Diamond Grade™ Material Base (Continued)**

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
46.	Roll-Up Sign, 48" Size, Diamond Shaped Text with One (1) Standard Overlay RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 300	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
47.	Roll-Up Sign, 48" Size, Diamond Shaped Text with Two (2) Standard Overlays RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 200	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
48.	Roll-Up Sign, 48" Size, Diamond Shaped with Custom Text Only RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 200	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
49.	Roll-Up Sign, 48" x 24" Size, Rectangular Shaped with Standard Text/Symbol Only RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 200	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
50.	Roll-Up Sign, 36" x 54" Size, Rectangular Shaped with Standard Text/Symbol Only RS 20 - WHITE RS 24 - Fluorescent ORANGE	100 200	\$ _____ \$ _____	\$ _____ \$ _____	_____ _____
GRAND TOTAL LOT - Lot #5 (Items # 41 - 50):				\$ _____	

ADDITIONAL VOLUME DISCOUNTS

Indicate Any Additional Volume Discounts Being Offered

Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order of A SINGLE SIGN IMPRINT	Additional % off DISCOUNT FOR VOLUME PURCHASE Per Order by TOTAL NUMBER OF SIGNS
Order Quantity: 2-5 > _____ %off	Order Quantity: 2-5 > _____ %off
Order Quantity: 6-12 > _____ %off	Order Quantity: 6-12 > _____ %off
Order Quantity: 13 -24 > _____ %off	Order Quantity: 13 -24 > _____ %off
Order Quantity: 25-48 > _____ %off	Order Quantity: 25-48 > _____ %off
Order Quantity: 49+ > _____ %off	Order Quantity: 49+ > _____ %off

Sign Printer: _____
Printing Facility Address: _____
Shipping & Delivery Schedule: _____ Days A/R/O

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**Lot #6 - Portable Sign Stands
Steel Construction**

Furnish and deliver Sign Stands manufactured from Steel as described below and in accordance with the specifications as found on page 28, and the terms and conditions of this solicitation the following:

SUPPLY REGIONS - INDICATE BY CHECKING in the BOX BELOW, IF THIS BID IS TO APPLY TO ALL DELIVERY REGIONS IN THE STATE **OR** IF IT IS TO COVER ONLY SPECIFIC COVERAGE REGIONS (Check appropriate box for applicable region) See page 11 for Regional Breakdown. (If you wish to quote different prices for different regions please copy and submit additional bid pages for each region as needed)

LOT # 6

THIS BID APPLIES FOR FULL **STATEWIDE** COVERAGE - ☐

THIS BID APPLIES	A ☐	B ☐	C ☐	D ☐	E ☐	F ☐	G ☐	H ☐
Regionally ONLY to:	I ☐	J ☐	K ☐	L ☐	M ☐	N ☐	O ☐	

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
51.	SIGN STAND - Steel Construction w/ 18"above grade display clearance minimum Order Quantity: 1-5 > Order Quantity: 6-12> Order Quantity: 13 -24 > Order Quantity: 25+>	200 300 300 500	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	_____
Grand Total Item -				\$ _____	
52.	SIGN STAND - Steel Construction w/ 60"above grade display clearance minimum Order Quantity: 1-5 > Order Quantity: 6-12> Order Quantity: 13 -24 > Order Quantity: 25+>	200 300 300 500	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	_____
Grand Total Item -				\$ _____	
GRAND TOTAL LOT - Lot # 6 (Items # 51 - 52):				\$ _____	

ADDITIONAL VOLUME DISCOUNTS

Additional % off DISCOUNT FOR VOLUME PURCHASE
Per Order by TOTAL NUMBER OF Stands (above the 25+price)

Order Quantity: 51-100>	_____ %off
Order Quantity: 101-150>	_____ %off
Order Quantity: 151-200>	_____ %off
Order Quantity: 201-250>	_____ %off
Order Quantity: 251+ >	_____ %off

Manufacturer: _____

Manufacturer's Plant Address: _____

Shipping & Delivery Schedule: _____ Days A/R/O

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**Lot #7 - Portable Sign Stands
Aluminum Construction**

Furnish and deliver Sign Stands manufactured from Aluminum as described below and in accordance with the specifications as found on page 28 and the terms and conditions of this solicitation the following:

SUPPLY REGIONS - INDICATE BY CHECKING in the BOX BELOW, IF THIS BID IS TO APPLY TO ALL DELIVERY REGIONS IN THE STATE **OR** IF IT IS TO COVER ONLY SPECIFIC COVERAGE REGIONS (Check appropriate box for applicable region) See page 11 for Regional Breakdown. (If you wish to quote different prices for different regions please copy and submit additional bid pages for each region as needed)

LOT # 7

THIS BID APPLIES FOR FULL **STATEWIDE** COVERAGE - ☐

THIS BID APPLIES	A ☐	B ☐	C ☐	D ☐	E ☐	F ☐	G ☐	H ☐
Regionally ONLY to:	I ☐	J ☐	K ☐	L ☐	M ☐	N ☐	O ☐	

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
53.	SIGN STAND - Aluminum Construction w/18" above grade display clearance minimum Order Quantity: 1-5 > 200 Order Quantity: 6-12 > 300 Order Quantity: 13 -24 > 300 Order Quantity: 25+> 500		\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	_____
Grand Total Item -				\$ _____	
54.	SIGN STAND - Aluminum Construction w/ 60" above grade display clearance minimum Order Quantity: 1-5 > 200 Order Quantity: 6-12 > 300 Order Quantity: 13 -24 > 300 Order Quantity: 25+> 500		\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	_____
Grand Total Item -				\$ _____	
GRAND TOTAL LOT - Lot #7 (Items # 53 - 54):				\$ _____	

ADDITIONAL VOLUME DISCOUNTS

Additional % off DISCOUNT FOR VOLUME PURCHASE
Per Order by TOTAL NUMBER OF Stands (above the 25+price)

Order Quantity: 51-100>	_____ %off
Order Quantity: 101-150>	_____ %off
Order Quantity: 151-200>	_____ %off
Order Quantity: 201-250>	_____ %off
Order Quantity: 251+ >	_____ %off

Manufacturer: _____

Manufacturer's Plant Address: _____

Shipping & Delivery Schedule: _____ Days A/R/O

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

Lot #8 - RETROREFLECTOMETER

Furnish and deliver Signage Retroreflectometers as described below and in accordance with the terms and conditions of this solicitation the following:

SUPPLY REGIONS - INDICATE BY CHECKING in the BOX BELOW, IF THIS BID IS TO APPLY TO ALL DELIVERY REGIONS IN THE STATE **OR** IF IT IS TO COVER ONLY SPECIFIC COVERAGE REGIONS (Check appropriate box for applicable region) See page 11 for Regional Breakdown. (If you wish to quote different prices for different regions please copy and submit additional bid pages for each region as needed)

LOT # 8

THIS BID APPLIES FOR FULL **STATEWIDE** COVERAGE - ☐

THIS BID APPLIES Regionally ONLY to:	A ☐	B ☐	C ☐	D ☐	E ☐	F ☐	G ☐	H ☐
	I ☐	J ☐	K ☐	L ☐	M ☐	N ☐	O ☐	

Item No.	Description	Estimated Total Quantity	Unit Price Each	Total Price	Manufacturer's or Dealer's Catalog Order Number
55.	Retroreflectometer - for signage measurement - Complete with software, 2 (two) rechargeable batteries, battery charger, Communication cable, lens cap and carry case Order Quantity: 1-5 > Order Quantity: 6-12> Order Quantity: 13+>	25 30 36	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____
Grand Total Item -				\$ _____	
56.	Remote Control Extension Pole for measurement of elevated signs Order Quantity: 1-5 > Order Quantity: 6-12> Order Quantity: 13+>	25 30 36	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____
Grand Total Item -				\$ _____	
57.	Replacement Battery Order Quantity: 1-5 > Order Quantity: 6-12> Order Quantity: 13+>	25 30 36	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	_____
Grand Total Item -				\$ _____	
GRAND TOTAL LOT - Lot # 8 (Items # 55 - 57):				\$ _____	

ADDITIONAL VOLUME DISCOUNTS

Additional % off DISCOUNT for VOLUME PURCHASE
Per Order by TOTAL NUMBER OF METERS (above the 13+price)

Order Quantity: 26 - 50>	_____ %off
Order Quantity: 51 -75>	_____ %off
Order Quantity: 76 -100>	_____ %off
Order Quantity: 101 - 150>	_____ %off
Order Quantity: 151+ >	_____ %off

Manufacturer: _____

Manufacturer's Plant Address: _____

Shipping & Delivery Schedule: _____ Days A/R/O

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX

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Bidder

CATALOG REQUIREMENT/OPTION:

Make Copies of this document as necessary to portray all
manufacturer lines being offered to the State of New York.

PRODUCT MANUFACTURER:
BRAND NAME IF DIFFERENT:
ADDRESS:

CATALOG IDENTIFICATION AND DATE:
(This should match the catalog title on the
face page of the document being referenced)

_____/_____

PRICE LIST IDENTIFICATION AND DATE:
(This must be a commercially available, identifiable, standard
retail price list for your company or your manufacturer/supplier,
that is published and released in general distribution and is
openly available to the public and most recently published
at the time of the bid opening!

Submission of price schedules developed specifically for this bid
WILL result in disqualification from award consideration.
See "Price" on page 7 for more information.)
{RETAIL PRICE LIST IS REQUIRED}

_____/_____

IF QUOTING A **SINGLE STATEWIDE DISCOUNT RATE**
EFFECTIVE FOR YOUR **ENTIRE** CATALOG REQUIREMENT
for Delivery to **ALL** FIFTEEN (15) SUPPLY REGIONS:
ENTER THAT RATE HERE:

_____ % DISCOUNT from RETAIL PRICE LIST

IF OPTING TO QUOTE **VARYING RATES** FOR **DIFFERENT**
PRODUCT CATEGORIES EFFECTIVE STATEWIDE for
DELIVERY to ALL FIFTEEN (15) SUPPLY REGIONS
PLEASE ENTER PRODUCT/CATEGORY DESCRIPTION
and DISCOUNT RATE BELOW (use additional sheets if needed):

Catalog/Price List Section Description	% Discount from Retail List Price
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

**IF QUOTING A SINGLE DISCOUNT RATE, EFFECTIVE FOR YOUR ENTIRE CATALOG in ANY of the
INDIVIDUAL SUPPLY REGIONS (See page 11 of this document for the region breakdowns) then ENTER the DISCOUNT
RATE INTO THE CHART BELOW. If you do not wish to bid a specific supply region please place an 'XXX' inside the box
for the region or regions you wish to omit.**

SUPPLY REGIONS	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
% DISCOUNT from RETAIL PRICE LIST															

**IF OPTING TO QUOTE VARYING RATES FOR DIFFERENT PRODUCT CATEGORIES in ANY of the
INDIVIDUAL SUPPLY REGIONS (See page 10 of this document for the region breakdowns) PLEASE ENTER A
PRODUCT/CATEGORY DESCRIPTION and DISCOUNT RATE APPLICABLE TO EACH INDIVIDUAL SUPPLY
REGION INTO THE CHART BELOW. If you do not wish to bid a specific supply region please place an 'XXX' inside the
applicable box for the supply region or regions you wish to omit. (use additional sheets if needed):**

Enter % DISCOUNT from Specific Catalog Sections of RETAIL PRICE LIST for INDIVIDUAL SUPPLY REGIONS															
Catalog/Price List Section Description	Supply Region & Discount from Retail List Price														
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O

ARE YOU OFFERING ADDITIONAL VOLUME DISCOUNT?

_____ YES _____ NO

**If Yes, Is the METHOD OF CALCULATION
for VOLUME DISCOUNT an:
(Check one)**

Additional % OFF ANY SINGLE ORDER
MULTIPLE QUANTITY PURCHASE _____
Additional % OFF Based on TOTAL AGENCY
DOLLAR VALUE of Product PURCHASED _____
Additional % OFF BASED on TOTAL STATEWIDE
DOLLAR VOLUME of Product PURCHASED _____

**INDICATE THE VOLUME DISCOUNT LEVELS &
THE CORRESPONDING DISCOUNT PERCENTAGES:
(add additional sheets if a greater breakdown
or additional information is required.)**

_____ = _____ %
_____ = _____ %
_____ = _____ %
_____ = _____ %
_____ = _____ %
_____ = _____ %
_____ = _____ %

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY’S NAME IN THE BOX
=>=>=>=>=>

Bidder

STATE EXAMPLES of Your SPECIFIC CATALOG PRODUCTS/LINES IN THE CATALOG & PRICE LIST THAT
MEETS THE NEEDS OF THE STATE OF NEW YORK & MEETS STATED SPECIFICATIONS AS LISTED HEREIN:
(use additional sheets if needed)

Catalog Page #	Product Line	NYS Need (Specification) as stated in IFB	Page # in IFB

MINIMUM ORDER:	\$250.00
SHIPPING INFORMATION:	
NAME OF DISTRIBUTION CENTER	
STREET ADDRESS	
CITY, STATE, ZIP	

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE INSERTED
YOUR COMPANY'S NAME IN THE BOX**

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Bidder

CATALOG PRODUCT LINES INCLUDED IN OFFER

☐ Complete Catalog & Price List - All Inclusive

☐ Sign Stands

☐ Additional Rigid Prefabricated Signage

ADDITIONAL RELATED PRODUCT LINES INCLUDED IN CATALOG

☐	_____
☐	_____
☐	_____
☐	_____
☐	_____

☐	_____
☐	_____
☐	_____
☐	_____
☐	_____

PRODUCT LINES CONTAINED IN CATALOG BUT EXCLUDED FROM OFFER

☐	_____
☐	_____
☐	_____
☐	_____

☐	_____
☐	_____
☐	_____
☐	_____

Add additional information on separate sheet as needed

Person Assigned as Contract Administrator for this Offering
if other than the person of record who has signed the bid.

Name:

Title:

Telephone Number:

Pager Number:

() _____

Cellular Telephone Number:

() _____

E-Mail Address:

Person or persons to contact for technical service or
information:

Name:

Title:

Telephone Number:

Cellular Telephone Number:

() _____

E-Mail Address:

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

NOTES TO BIDDERS: FAILURE TO ANSWER THE
QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID
AND MAY RESULT IN REJECTION OF YOUR BID.

- Are prices quoted the same as or lower than those quoted
other corporations, institutions and government agencies
(including GSA/VA contracts) on similar products, quantities,
terms and conditions? See "Best Pricing Offer" in
Appendix B, OGS General Specifications.
If "NO", please explain on a separate sheet.

_____ YES _____ NO

- Do you have a contract with the General Services
Administration (GSA) or Veterans Affairs (VA) for products
offered? (Check all that apply.)

_____ GSA _____ VA _____ NO

If yes, will you offer New York State pricing equal to or better
than your GSA or VA pricing?

_____ GSA _____ VA _____ NO

If yes, a copy of the GSA or VA schedule is required.
Have you included a copy?

_____ GSA _____ VA _____ NO

- Is this product available only on a "direct from the
manufacturer basis" or can pricing be obtained from dealers
or distributors? Check one:

___ Manufacturer ___ Other

If you are a manufacturer and have checked "Other",
please attach listing of authorized dealers and distributors.

- Do you have your catalog available on the Internet?

_____ YES _____ NO

If yes, do you have the ability to make NYS pricing
available along with your catalog on line?

_____ YES _____ NO

- Does bidder offer Electronic Access Ordering (EDI)?

_____ YES _____ NO

- If awarded a contract, will bidder accept the New York
State Procurement Card for orders not to exceed \$15,000.00?

_____ YES _____ NO

- If bidder limits the maximum acceptable card amount to less
than \$15,000, please indicate the maximum amount:

\$ _____

Additional discount for purchases made with the NYS
Procurement Card:

_____ %

- Are any products offered manufactured from recycled
materials?

_____ YES _____ NO

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

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Bidder

NOTES TO BIDDERS: (Cont'd)

Are any products offered remanufactured (restored to its
original performance standards and function)?

_____ YES

_____ NO

Are any products offered Energy Star Compliant?
(If YES to any of the above, please attach specifics.)

_____ YES

_____ NO

- If awarded a contract, will bidder honor orders
for less than the minimum order?

_____ YES

_____ NO

If YES, will bidder ship at no additional cost?

_____ YES

_____ NO

- Person or persons to contact for expediting
New York State contract orders:

Name:

Title:

Telephone Number:

Toll Free Telephone Number:

Fax Number:

Toll Free Fax Number:

E-Mail Address:

- Person or persons to contact in the event of an emergency
occurring after business hours or on weekend/holidays:

State Normal Business Hours (Specify M-F, Sat, Sun):

Name:

Title:

Telephone Number:

Fax Number:

Pager Number:

Cellular Telephone Number:

E-Mail Address:

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX

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Bidder

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below?

_____ YES _____ NO

2. Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?

_____ YES _____ NO

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

NOTE: Contractors certified **and** listed in the Empire State Development's Directory of Certified Minority and Women-Owned Business Enterprises* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.

- ☐ MINORITY-OWNED
☐ WOMEN-OWNED
☐ MINORITY AND WOMEN-OWNED

*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).

"Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (a) at least fifty-one percent owned and controlled by the minority members and/or women;
- (b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;
- (c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and
- (d) an enterprise independently owned, operated and authorized to do business in New York State.

3. Is your company a New York Small Business Concern as defined in accordance with Article 11 of the New York State Finance Law?

_____ YES _____ NO

"Small Business Concern" means a business which:

- (a) is resident in New York State;
- (b) is independently owned and operated;
- (c) is not dominant in its field; and,
- (d) employs one hundred or fewer persons.

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX

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Bidder

4. Total number of people employed by your business in
New York State:

5. **PLACE OF MANUFACTURE OF PRODUCT(S) BID:**
(Indicate Yes or No for either A, B or C)

A. All NYS Manufacture

_____ YES _____ NO

B. All Manufactured outside NYS

_____ YES _____ NO

C. Manufactured In NYS and Outside NYS

_____ YES _____ NO

If yes to C above, Location (State) where the major
portion of the value is added to the product(s) bid:

State of _____

6. **BIDDER'S PRINCIPAL PLACE OF BUSINESS*:**

*"Principal Place of Business" is the location of the primary
control, direction and management of the enterprise.

State of _____

7. **"NONDISCRIMINATION IN EMPLOYMENT IN
NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES"**

In accordance with Section 165 of the State Finance Law, the
bidder, by submission of this bid, certifies that it or any
individual or legal entity in which the bidder holds a 10% or
greater ownership interest, or any individual or legal entity that
holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes or No to one or both of the following, as
applicable),

A. have business operations in Northern Ireland:

_____ YES _____ NO

If yes,

B. shall take lawful steps in good faith to conduct any business
operations in Northern Ireland in accordance with the
MacBride Fair Employment Principles relating to non-
discrimination in employment and freedom of workplace
opportunity regarding such operations in Northern Ireland,
and shall permit independent monitoring of compliance
with such Principles.

_____ YES _____ NO

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE INSERTED
YOUR COMPANY'S NAME IN THE BOX

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Bidder

8. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

- A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

_____YES _____NO

If yes, please answer the following question:

- B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____YES _____NO

- C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

_____YES _____NO

If yes, please provide details regarding the finding of non-responsibility:

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:
(add additional pages if necessary)

- D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

_____YES _____NO

If yes, please provide details:

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:
(add additional pages if necessary)

(continued)

MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT*

STATE OF _____)
) ss.
COUNTY OF _____)

I _____ of _____ being duly sworn, depose and say that the product(s) listed below will be/are manufactured to contain not less than the stated percentages of recycled content.

<u>PRODUCT</u>	<u>BRAND NAME</u>	<u>TOTAL RECYCLED CONTENT</u>	<u>POST CONSUMER CONTENT</u>	<u>SECONDARY MATERIAL FROM NYS WASTE STREAM</u>
_____	_____	_____%	_____%	_____%
_____	_____	_____%	_____%	_____%
_____	_____	_____%	_____%	_____%
_____	_____	_____%	_____%	_____%
_____	_____	_____%	_____%	_____%

Indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of any of the above products furnished to NYS.

It is agreed that representatives of the New York State Office of General Services, Procurement Services Group shall have access to purchase and production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to New York State.

Name of Manufacturer: _____

Address: _____

Signature of Manufacturer's Representative: _____

Official Title: _____ Telephone Number: _____

Dated: _____

Sworn to before me this _____ day of _____, 20____

Notary Public

THIS AFFIDAVIT SHALL REMAIN IN EFFECT FOR A PERIOD OF TWO YEARS UNLESS REVISED OR WITHDRAWN BY THE CERTIFYING MANUFACTURER.

*INFORMATION SUPPLIED PERTAINS TO THE REQUIRED MINIMUM RECYCLED CONTENT FOR THE VARIOUS MATERIALS AS LISTED IN THE INVITATION FOR BIDS. (REV. 10/07)

* * * * *

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MANUFACTURER'S CERTIFICATE

NOTE TO BIDDERS:

This "Manufacturer's Certificate" is to be removed, and forwarded to the manufacturer by the bidder, completed and returned to the bidder by the manufacturer, and submitted with the bidder's offer. (See "QUALIFICATION OF BIDDER" clause on page 16 for additional information.)

BIDDER'S COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE ZIP: _____

The manufacturer executing this certificate by signature below does hereby attest to the accuracy and validity of the responses to the following questions:

- | | | | | | |
|----|---|-------|-----|-------|----|
| 1. | Is the bidder listed the same as the Manufacturer? | _____ | Yes | _____ | No |
| 2. | Is the bidder listed above an authorized dealer? | _____ | Yes | _____ | No |
| 3. | Do you as a manufacturer agree to supply the bidder/dealer with all quantities of products ordered pursuant to any resulting contract with the State? | _____ | Yes | _____ | No |

MANUFACTURER'S COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

PRINTED OR TYPED COPY OF SIGNATURE

SIGNATURE OF AUTHORIZED
MANUFACTURER'S REPRESENTATIVE

DATE

TITLE

* * * * *

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NOTE: **REVIEW** "CERTIFICATE OF NO CHANGE" clause on page #4, **BEFORE** COMPLETING THIS PAGE!

CERTIFICATE OF NO CHANGE

STATE OF _____)
: SS.:
COUNTY OF _____)

The undersigned, being duly sworn, deposes and says:

1. I am _____, the _____ (title) of _____
(hereinafter the "Contractor"), which is currently submitting IFB 21751
2. Contractor previously submitted the completed Standard Vendor Responsibility Questionnaire, to The Office of General Service Procurement Services Group in connection with Award # _____ .
3. **Attached is an accurate and true copy of such previously submitted Standard Vendor Responsibility Questionnaire.**
4. I hereby certify that with the exception of the information specified in Question 12, and as changed herein, there has been no material change in the information pertaining to the Contractor specified on such attached Questionnaire.

AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:

Name: _____
Title: _____
Telephone Number: _____
Fax Number: _____
E-mail: _____

Signature

Print Name

Title

Sworn before me this _____ day
of _____, 200_

Notary Public
Registration No.: _____
State of: _____

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Appendix 1

{Revised: October 2007}

New York State

Standard Vendor Responsibility Questionnaire

(Use the Uniform Contracting Questionnaire CCA-1, for all construction contracts)

Each Contracting Agency conducts a review of prospective contractors (“vendors”) to provide reasonable assurances that the vendor is responsible. This questionnaire is used for all non-construction contracts with a contract value of \$100,000.00 or more and is designed to provide information to assess a vendor’s authorization to do business in New York State, as well as your business integrity, financial and organizational capacity, and performance history. (Review of construction contractors will be based upon the Uniform Contracting Questionnaire developed by the Council of Contracting Agencies.)

Each vendor must answer every question contained in this questionnaire. Where a response requires additional information, the vendor must attach a written response that adequately details the requested information. Please number each response to match the question number. The completed questionnaire and attached responses will become part of the procurement record.

In order to expedite the required review, when providing additional information for a “YES” answer to Questions 14 a-s, or any other response which requires additional explanation, your information and responses should address the relationship of the issue to the proposed contract. Be brief, concise and to the point. Discuss as appropriate the following:

- Provide a description of the issue and identify the actions taken or currently being implemented to ensure that the issue will not occur again.
- State whether the staff and/or organizational component involved in the identified issue(s) will work on the proposed contract. If so, provide information to assure the agency that the issue will not be repeated.
- Identify the relationship (or lack thereof) between the product/services involved in the issue and the type of product/services proposed for this contract.
- State whether the issue will affect your financial or organizational ability to perform under the proposed contract.
- Provide copies of relevant documents or any other information that would assist the agency in its vendor responsibility evaluation.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing vendor’s business and operations, as an owner or officer of the vendor must attest to the questionnaire information. Please be advised that at the end of this questionnaire, you must certify, under oath, all responses given.

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New York State
Standard Vendor Responsibility Questionnaire

1. LEGAL BUSINESS NAME: _____
2. FEDERAL EMPLOYER ID NO. (FEIN): _____
3. D/B/A — Doing Business As (if applicable): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (if applicable): _____
5. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
6. TELEPHONE NUMBER: _____ 7. FAX NUMBER: _____
8. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____
9. TYPE OF BUSINESS: (please check appropriate box and provide additional information)
 - a) ☐ Corporation State of Incorporation: _____
 - b) ☐ Sole Proprietor State/County filed in: _____
 - c) ☐ General Partnership State/County filed in: _____
 - d) ☐ Not-for-Profit Corporation Charities Registration Number: _____
 - e) ☐ Limited Liability Company (LLC) Jurisdiction filed: _____
 - f) ☐ Limited Partnership State/County filed in: _____
 - g) ☐ Other — Specify: _____ Jurisdiction Filed (if applicable) _____
10. IF NOT INCORPORATED OR FORMED IN NEW YORK STATE, PLEASE PROVIDE A CURRENT CERTIFICATE OF GOOD STANDING FROM YOUR STATE OR APPLICABLE LOCAL JURISDICTION.
11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), DIRECTOR AND MEMBER, as applicable:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____
 - f) _____
 - g) _____
 - h) _____
12. AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____

(continued)

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

13. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE? ☐ Yes ☐ No

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

14. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE¹ OR ANY PERSON INVOLVED IN THE BIDDING, CONTRACTING OR LEASING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
- (b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
- (c) an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? ☐ Yes ☐ No
- (d) an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency? ☐ Yes ☐ No
- (e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No
- (f) a federal, state or local government suspension or debarment from the contracting process? ☐ Yes ☐ No
- (g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? ☐ Yes ☐ No
- (h) a federal, state or local government denial of a lease or contract award for non-responsibility? ☐ Yes ☐ No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? ☐ Yes ☐ No

¹"Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

- (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? ☐ Yes ☐ No
- (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? ☐ Yes ☐ No
- (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws? ☐ Yes ☐ No
- (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☐ No
- (n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles? ☐ Yes ☐ No
- (o) a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:
- health laws, rules or regulations ☐ Yes ☐ No
 - unemployment insurance or workers' compensation coverage or claim requirements ☐ Yes ☐ No
 - ERISA (Employee Retirement Income Security Act) ☐ Yes ☐ No
 - human rights laws ☐ Yes ☐ No
 - federal U.S. Citizenship and Immigration Services laws ☐ Yes ☐ No
 - Sherman Act or other federal anti-trust laws ☐ Yes ☐ No
- (p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity? ☐ Yes ☐ No
- (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? ☐ Yes ☐ No
- (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? ☐ Yes ☐ No
- (s) a finding of non-responsibility by an agency or authority due to a violation of State Finance Law §139-j? ☐ Yes ☐ No

FOR EACH YES ANSWER TO QUESTIONS 14 a-s, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

15. DURING THE PAST THREE YEARS, HAS THE VENDOR FAILED TO:

- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? ☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? ☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

(continued)

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

16. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?

☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

17. DOES VENDOR HAVE THE FINANCIAL RESOURCES NECESSARY TO FULFILL THE REQUIREMENTS OF THE PROPOSED CONTRACT?

☐ Yes ☐ No

(continued)

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

State of _____)
) ss:
County of _____)

CERTIFICATION:

The undersigned, personally and on behalf of the vendor identified in questions 1-3 above, does hereby state and certify to the New York State Office of General Services that the information given above is true, accurate and complete. It is further acknowledged that the State of New York and the Office of General Services will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and the State may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein. It is further acknowledged that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or may constitute a misdemeanor under Penal Law Sections 175.30, 210.35 or 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

Name of Business

Signature of Officer

Address

Typed Copy of Signature

City, State, Zip

Title

Sworn to before me this _____
day of _____ 20____.

Notary Public:

Registration No: _____

State: _____

(continued)

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Appendix 2

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD) {Updated 01/08}
Contractor Certification to Covered Agency (ST-220-CA)

(continued)

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(continued)

**GROUP38612 - ROLL UP SIGNS, SIGN STANDS & Accessories -
including Retroreflectometers (Statewide)**

PAGE 67



New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD
(5/07)

For information, consult Publication 223, *Question and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name		
Contractor's principal place of business	City	State
ZIP code		
Contractor's mailing address (if different than above)		
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()
Covered agency name Office of General Services - Procurement Services Group	Contract number or description Group 38612 - Award 21751 - - ROLL UP SIGNS, SIGN STANDS & Accessories - including Retroreflectometers (Statewide)	Estimated contract value over the full term of the contract (but not including renewals) \$ N/A
Covered agency address 38th Floor, Erastus Corning 2nd Tower, Governor Nelson A. Rockefeller Plaza, Albany, NY 12242		Covered agency telephone number (518) 473-2428

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need Help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the
deaf (TDD) callers only): 1 800 634-2110



Persons with disabilities: In compliance with the Americans with
Disabilities Act, we will ensure that our lobbies, offices, meeting
rooms, and other facilities are accessible to persons with disabilities. If
you have questions about special accommodations for persons with
disabilities, please call 1 800 972-1233.

(continued)

Page 2 of 4 **ST-220-TD** (5/07)

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, 3 below. Make only one entry in each section below.

Section 1 - Contractor registration status

- ☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- ☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 - Affiliate registration status

- ☐ The contractor does not have any affiliates.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 - Subcontractor registration status

- ☐ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this _____ day of _____, 20 ____

(sign before a notary public)

(title)

(continued)

Schedule A - Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration In Progress

Column A - Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.

Column B - Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C - Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D - ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E - Sales tax ID number - Enter only if different from federal EIN in column D.

Column F - If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

(continued)

Page 4 of 4 **ST-220-TD** (5/07)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ } SS.:
COUNTY OF _____ }

On the _____ day of _____ in the year 20____, before me personally appeared _____
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_____he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____

ST-220-CA
(6/06)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency
(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Question and Answers Concerning Tax Law Section 5-a (see Need Help? on back)*.

Contractor name		For covered agency use only Contract number or description
Contractor's principal place of business	City State ZIP code	
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number ()	Covered agency name Office of General Services - Procurement Services Group	\$
Covered agency address 38th Floor, Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Plaza, Albany, NY 12242		Covered agency telephone number (518) 473-2428

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:
(Mark an X in only one box)

- ☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- ☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)
- and, to the best of the contractor's knowledge, the information provided on that previously filed Form T-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this _____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General Information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

(continued)

Page 2 of 2 ST-220-CA (6/06)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: SS.:
COUNTY OF _____ }

On the day _____ of _____ in the year 20____, before me personally appeared _____
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_____ he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): _____ he is the _____
of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): _____ he is the _____
of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _____ he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need Help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday.

1 800 698-2931
1 800 462-8100

To order forms and publications:

From areas outside the U.S. and outside Canada:

(518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):

1 800 634-2110



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

(continued)

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

Bidder

BID SUBMISSION CHECK-OFF:

The following identifies some of the requirements for this solicitation.

Bidder is to check submissions made.

The page in the Invitation for Bids stating the requirement is shown in parenthesis ().

"M" in parenthesis next to page number indicates a **mandatory** requirement.

* indicates item may be held back and forwarded upon request.

If a specific form has been supplied for your use, its location page in the IFB is bracketed [].

SIGNED Face page of IFB w/FEIN Listed - (1; M) [1]:

Bid Deviations - (2):

**Pages with Bid Prices and pages containing Quoted Discount Rates
and Catalog and Price List Identification - (7; M) [29-45]:**

Hard copy of any Offered Catalog along with Corresponding Price List (7-9, 20M)

**Four (4) additional hard copies each of Catalog (s), Instruction Manual (s), Price List(s),
Detailed Product Specification(s) & FHWA-NCHRP 350 Certifications**

(7-9, 15-17, 20, 26-28; M*):

Diskette, CD, DVD, or USB 2.0 Flash Drive containing Excel format file of

Retail Price List - (21; M*):

Reasonable Prices – (16; M*)

Information & copies of recent contracts bidder has with large Government entities:

Evidence of discount (or up-charge) structure for bidder's large government agency
customers or copies of sales records of line items and core products:

"Questions" Pages –

"NOTES TO BIDDERS" - [46-47] (M)

"BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS" - [48-50] (M):

Proper Proof of Compliance of Workers' Compensation

& Disability Benefits Insurance Coverages: [only forms noted will be accepted] - (22; M)

Specified Contact Information (19-21; M) [1, 44, 45, 47]:

Manufacturer's Affidavit of Recycled Content - (21) [51]:

Established Manufacturer or Authorized Dealer Certifications — (16; M) [53]:

Business Background, References & Financial Information - (16, 17):

Certificate of No Change - if Applicable

{with copy of an SVRQ approved within the last 12 months with a Currently held NYS Contract} - (4) [55]:

Appendix 1 [M] - New York State Standard Vendor Responsibility Questionnaire -

(4, 57; M)[57-63]:

Current Certificate of Good Standing from a Business Entity's State of Record (59-#10)

Appendix 2 [M] - Contractor Certification to Covered Agency {ST-220-CA}-(5; M)[71-72]:

{Submit ST-220-TD [67-70] Directly to NYS Dept. of Tax & Finance under separate cover}

Bid Submission Check - Off page (THIS PAGE) :

Completed and Submitted:

_____ YES

_____ YES

_____ YES

_____ YES

Included_____ Deferred _____

Included_____ Deferred _____

Included_____ Deferred _____

Included_____ Deferred _____

_____ YES

_____ YES

_____ YES

_____ YES

_____ YES

_____ YES

Included_____ Deferred _____

_____ YES N/A_____

_____ YES

_____ YES

_____ YES

_____ YES

Bidder should retain in their possession Pages 2 through 29, Appendix A and Appendix B, as well as copies of any submitted pages for future reference.

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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TABLE OF CONTENTS

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX B
GENERAL SPECIFICATIONS

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TABLE OF CONTENTS

<u>GENERAL</u>	<u>PAGE</u>	<u>TERMS & CONDITIONS</u>	<u>PAGE</u>
1. Applicability	1	43. Emergency Contracts	9
2. Governing Law	1	44. Purchase Orders	9
3. Ethics Compliance	1	45. Product Delivery	10
4. Conflict of Terms	1	46. Weekend and Holiday Deliveries	10
5. Definitions	1-3	47. Shipping/Receipt of Product	10
		48. Title and Risk of Loss	10
		49. Re-Weighing Product	10
		50. Product Substitution	10
		51. Rejected Product	10
		52. Installation	10
		53. Repaired or Replaced Product/ Components	11
		54. On-Site Storage	11
		55. Employees/Subcontractors/Agents	11
		56. Assignment	11
		57. Subcontractors and Suppliers	11
		58. Performance/Bid Bond	11
		59. Suspension of Work	11
		60. Termination	11
		61. Savings/Force Majeure	12
		62. Contract Billings	12
		63. Default - Authorized User	12
		64. Interest on Late Payments	12
		65. Remedies for Breach	13
		66. Assignment of Claim	13
		67. Toxic Substances	13
		68. Independent Contractor	13
		69. Security	13
		70. Cooperation with Third Parties	13
		71. Contract Term - Renewal	13
		72. Additional Warranties	13
		73. Legal Compliance	15
		74. Indemnification	15
		75. Indemnification Relating to Third Party Rights	15
		76. Limitation of Liability	15
		77. Insurance	15
		<u>THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS</u>	
		78. Software License Grant	15
		79. Product Acceptance	17
		80. Audit of Licensed Product Usage	17
		81. Ownership/Title to Project Deliverables	17
		82. Proof of License	18
		83. Product Version	18
		84. Changes to Product or Service Offerings	18
		85. No Hardstop/Passive License Monitoring	19
		86. Source Code Escrow for Licensed Product	19
<u>BID SUBMISSION</u>			
6. International Bidding	3		
7. Bid Opening	3		
8. Bid Submission	3		
9. Facsimile Submissions	3		
10. Authentication of Facsimile Bids	4		
11. Late Bids	4		
12. Bid Contents	4		
13. Extraneous Terms	4		
14. Confidential/Trade Secret Materials	4		
15. Release of Bid Evaluation Materials	4		
16. Freedom of Information Law	5		
17. Prevailing Wage Rates - Public Works and Building Services Contracts	5		
18. Taxes	6		
19. Expenses Prior to Contract Execution	6		
20. Advertising Results	6		
21. Product References	6		
22. Remanufactured, Recycled, Recyclable Or Recovered Materials	6		
23. Products Manufactured in Public Institutions	6		
24. Pricing	6		
25. Drawings	7		
26. Site Inspection	7		
27. Procurement Card	7		
28. Samples	7		
<u>BID EVALUATION</u>			
29. Bid Evaluation	8		
30. Conditional Bid	8		
31. Clarification/Revisions	8		
32. Prompt Payment Discounts	8		
33. Equivalent or Identical Bids	8		
34. Performance and Responsibility Qualifications	8		
35. Disqualification for Past Performance	8		
36. Quantity Changes Prior To Award	8		
37. Timeframe for Offers	8		
<u>TERMS & CONDITIONS</u>			
38. Contract Creation/Execution	8		
39. Participation in Centralized Contracts	8		
40. Modification of Contract Terms	9		
41. Scope Changes	9		
42. Estimated/Specific Quantity Contracts	9		

GENERAL

1. **APPLICABILITY** The terms and conditions set forth in this Appendix B are expressly incorporated in and applicable to the resulting procurement contracts let by the Office of General Services Procurement Services Group, or let by any other Authorized User where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

4. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal**.
- f. **Unincorporated Appendices** (if any).

5. **DEFINITIONS** Terms used in this Appendix B shall have the following meanings:

AFFILIATE Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity's daily operations, that entity will be an Affiliate.

AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ATTORNEY GENERAL Attorney General of the State of New York.

AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Agency of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID DOCUMENTS Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, including but not limited to, Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

BID SPECIFICATION A written description drafted by the Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

COMMISSIONER Commissioner of OGS, or in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or their authorized representative.

COMPTROLLER Comptroller of the State of New York.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

a. Agency Specific Contracts Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. Centralized Contracts Single or multiple award Contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or Mini-Bid unless otherwise required by the Bid Specifications or Contract Award Notification.

c. Back-Drop Contracts Multiple award Centralized Contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor(s) from among Back-Drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a Mini-Bid among qualified Back-Drop contract holders, or such other method as set forth in the Bid Document.

d. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or state(s) which is adopted and extended for use by the OGS Commissioner in accordance with the requirements of the State Finance Law.

e. Contract Letter A letter to the successful Bidder(s) indicating acceptance of its Bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a Contract but is not an order for Product, and Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Commissioner.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ENTERPRISE The total business operations in the United States of Authorized User (s) without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Authorized User.

ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product, services or technology which is designated by OGS.

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MINI-BID PROJECT DEFINITION A Bid Document containing project specific Bid Specifications developed by or for an Authorized User which solicits Bids from Contractors previously qualified under a Back-Drop Contract.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the licensed version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

OGS The New York State Office of General Services.

PROCUREMENT RECORD Documentation by the Authorized User of the decisions made and approach taken during the procurement process and during the contract term.

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software.

PROPRIETARY Protected by secrecy, patent, copyright or trademark against commercial competition.

PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, electronic Purchase Order, or other authorized instrument).

REQUEST FOR PROPOSALS (RFP) A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the State Finance Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the OGS Commissioner.

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

STATE State of New York.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software,

firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

6. INTERNATIONAL BIDDING All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

7. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. BID SUBMISSION All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED (bold print, all capitals)

- Group Number
- IFB or RFP Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the receiving agency's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. FACSIMILE SUBMISSIONS Unless specifically prohibited by the terms of the Bid Specifications, facsimile Bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER. Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to

the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile Bid by the Authorized User prior to Bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile Bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

10. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a Bid by facsimile transmission, including an executed signature page or as otherwise specified in the Bid Documents, shall be deemed a confirming act by Bidder which authenticates the signing of the Bid.

11. LATE BIDS For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Bid Specifications for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

12. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered.

13. EXTRANEIOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or

resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

14. CONFIDENTIAL/TRADE SECRET MATERIALS

a. Contractor Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. Commissioner or Authorized User Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

15. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or

factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to the Commissioner.

16. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

17. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. Building Services Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authorized User that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For Mini-Bid solicitations, the payroll records must be submitted to the entity preparing the agency Mini-Bid project specification. For "agency specific" Bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS Centralized Contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Records Retention Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

Day's Labor Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS

Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

18. TAXES

a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

d. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

19. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized User(s) are not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best and final offers or for any work performed prior to Contract execution.

20. ADVERTISING RESULTS The prior written approval of the Commissioner is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Bid or Contract for press or other media releases.

21. PRODUCT REFERENCES

a. "Or Equal" In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

22. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or

recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

23. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

24. PRICING

a. Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. Best Pricing Offer During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

(i) GSA Changes: Where NYS Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

(ii) Commercial Price List Reductions: Where NYS Net Prices are based on a discount from Contractor's list prices, the date Contractor

lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users, under either this Contract or any other Contracting vehicle, competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or obligation to comply on a global basis, with the terms of this clause.

g. Best and Final Prices As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order or Mini-Bid award for best and final pricing for the Product or service to be delivered to the Authorized User. Contractors are encouraged to reduce their pricing upon receipt of such request.

25. DRAWINGS

a. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. Drawings Submitted During the Contract Term Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

26. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if

additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

27. PROCUREMENT CARD The State has entered into an agreement for purchasing card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing a Purchase Orders or Purchase Authorizations. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

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

28. SAMPLES

a. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

b. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid

Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

e. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

f. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

29. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

30. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

31. CLARIFICATIONS / REVISIONS Prior to award, the Commissioner reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

32. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

33. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

34. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Commissioner reserves the right to investigate or inspect at any time whether or not the Product, services,

qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply, plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If the Commissioner determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity, experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Commissioner may reject such Bid or terminate the Contract.

35. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts or is deemed non-responsive.

36. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

37. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty (60) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. Pursuant to Section 163(9)(e) of the State Finance Law and Section 2-205 of the Uniform Commercial Code when applicable, where an award is not made within the sixty (60) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Commissioner, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Bid Specifications a Contract shall be deemed executed and created with the successful Bidder(s), upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

39. PARTICIPATION IN CENTRALIZED CONTRACTS The following shall not limit or inhibit the OGS Commissioner's authority under State Finance Law, Section 163 (10) (e) (Piggybacking):

a. Agencies All State Agencies may utilize and purchase under any state Centralized Contract let by the Commissioner, unless the Bid Documents limit purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through state Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a State Centralized Contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity Contracts under Section 163 (3) (iv) of the State Finance Law.

d. Responsibility for Performance Participation in state Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-state agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products or services shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

40. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed

order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Commissioner reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

42. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. Purchases by Authorized Users from Contracts for services and technology are voluntary.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

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

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to Contracts let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of

the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the OGS Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

45. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

46. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

47. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the

Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

50. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of Contract.

51. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

52. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site. Work shall be

performed to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PARTS / COMPONENTS

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

54. ON-SITE STORAGE With the written approval of the Authorized User, materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk.

55. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

56. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Commissioner or Authorized User (as applicable). Failure to obtain consent to assignment from the Authorized User shall revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with the Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the Comptroller. The Commissioner reserves the right to reject any proposed assignee in his/her discretion.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment

of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

57. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; the Commissioner determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

58. PERFORMANCE / BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

59. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

60. TERMINATION

a. For Cause: For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience: By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

c. For Violation of the Sections 139-j and 139-k of the State Finance Law: The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Revised Tax Law 5a: The Commissioner reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor.

61. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract which non- performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Commissioner with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may:

a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to Authorized Users with respect to Product subjected to allocation; and/or

b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or

c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance

that continued performance of the Contract would result in a substantial loss.

62. CONTRACT BILLINGS Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Authorized Users must contain all information required by the Contract and the State Comptroller. The State Comptroller shall render payment for Authorized User purchases, and such payment shall be made in accordance with ordinary State procedures and practices. Payment of Contract purchases made by Authorized Users, other than Agencies, shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

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

63. DEFAULT – AUTHORIZED USER

a. Breach of Authorized User Not Breach of Centralized Contract. An Authorized User's breach shall not be deemed a breach of the Centralized Contract, rather it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach. Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. It is understood, however, that if the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to service an Authorized User shall constitute a breach of its Contract and the Authorized User may thereafter seek any remedy available at law or equity.

64. INTEREST ON LATE PAYMENTS

a. State Agencies The payment of interest on certain payments due and owed by Agency may be made in accordance with Article 11-A of the State Finance Law (SFL §179-d et. Seq.) and Title 2 of the New York Code of Rules and Regulations, Part 18 (Implementation of Prompt Payment Legislation -2 NYCRR §18.1 et seq.).

b. By Non-State Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

65. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover/Substitute Performance In the event of Contractor's material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.

b. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Bankruptcy In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim

or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

66. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

67. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User agency representative.

68. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

69. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

70. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery of Product or coordination of performance of services.

71. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

72. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

a. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

c. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

d. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes

beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authorized User and pass through the manufacturer's standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

e. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authorized User and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

f. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

g. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

h. Workmanship Warranty Contract warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

i. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

73. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

74. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

75. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Authorized Users gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the Authorized User is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the

Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authorized User and secure a continuance to permit the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

76. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

77. INSURANCE Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. If specified, the Contractor may be required to add the Authorized User as an additional insured.

THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS

78. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or

interest in any trademark, trade name, or service mark is granted hereunder.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. Licensed Documentation If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional

license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as

authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

- (i) Copy the Product;
- (ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- (iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

79. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

80. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none, then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

81. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this paragraph, "Products." A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

(ii) For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

2. Software - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed

Product”), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner’s standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User’s satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User’s Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the licensee where the Authorized User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV’s owner’s standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

(ii.) Custom Products: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor’s business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchase (s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee (“Trustee”) as collateral where required by the terms of the financing agreement. Trustee’s sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee’s rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee’s rights in such Licensed Product shall terminate immediately and Authorized User’s prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User’s sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this paragraph.

e. Contractor’s Obligation with Regard to ISV (Third Party) Product Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV’s standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor’s sole cost and expense.

82. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer’s certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

83. PRODUCT VERSION Purchase Orders shall be deemed to reference Manufacturer’s most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

84. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers (“date of notice”) that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor (“withdrawn support”) is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User’s option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor’s obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor

ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers (“date of notice”) that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

85. NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

86. SOURCE CODE ESCROW FOR LICENSED PRODUCT

If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

FOR NEGOTIATED CONTRACTS THE FOLLOWING CLAUSES ARE RESERVED BECAUSE BIDDING DOES NOT APPLY:

Clauses: 7, 8, 9, 10, 11, 12, 13, 16, 15, 21, 25, 26, 28, 29, 30, 31, 32, 33, 36, 49, 50, 52, 54 and 37

I N D E X

	<u>Paragraph</u>		<u>Paragraph</u>
<u>A</u>	<u>No.</u>	<u>M</u>	<u>No.</u>
Additional Warranties	72	Modification of Contract Terms	40
Advertising Results	20		
Applicability	1	<u>N</u>	
Assignment	56	No Hardstop/Passive License Monitoring	85
Assignment of Claim	66		
Audit of Licensed Product Usage	80	<u>O</u>	
Authentication of Facsimile Bids	10	On-Site Storage	54
		Ownership/Title to Project Deliverables	81
<u>B</u>		<u>P</u>	
Bid Contents	12	Participation in Centralized Contracts	39
Bid Evaluation	29	Performance and Responsibility Qualifications	34
Bid Opening	7	Performance/Bid Bond	58
Bid Submission	8	Prevailing Wage Rates Public Works & Building Services Contracts	17
		Pricing	24
<u>C</u>		Procurement Card	27
Changes to Product or Service Offerings	84	Product Acceptance	79
Clarification/Revisions	31	Product Delivery	45
Confidential/Trade Secret Materials	14	Product References	21
Conflict of Terms	4	Product Substitution	50
Conditional Bid	30	Product Version	83
Contract Billings	62	Products Manufactured in Public Institutions	23
Contract Creation/Execution	38	Prompt Payment Discounts	32
Contract Term - Renewal	71	Proof of License	82
Cooperation with Third Parties	70	Purchase Orders	44
		<u>Q</u>	
<u>D</u>		Quantity Changes Prior to Award	36
Default - Authorized User	63		
Definitions	5	<u>R</u>	
Disqualification for Past Performance	35	Rejected Product	51
Drawings	25	Release of Bid Evaluation Materials	15
		Re-Weighing Product	49
<u>E</u>		Remanufactured, Recycled, Recyclable or Recovered Materials	22
Emergency Contracts	43	Remedies for Breach	65
Employees/Subcontractors/Agents	55	Repaired or Replaced Product/Components	53
Equivalent or Identical Bids	33		
Estimated/Specific Quantity Contracts	42	<u>S</u>	
Ethics Compliance	3	Samples	28
Expenses Prior to Contract Execution	19	Savings/Force Majeure	61
Extraneous Terms	13	Scope Changes	41
		Security	69
<u>F</u>		Site Inspection	26
Facsimile Submissions	9	Shipping/Receipt of Product	47
Freedom of Information Law	16	Software License Grant	78
		Source Code Escrow for Licensed Product	86
<u>G</u>		Subcontractors and Suppliers	57
Governing Law	2	Suspension of Work	59
		<u>T</u>	
<u>I</u>		Taxes	18
Indemnification	74	Termination	60
Indemnification Relating to Third Party Rights	75	Timeframe for Offers	37
Independent Contractor	68	Title and Risk of Loss	48
Installation	52	Toxic Substances	67
Insurance	77		
Interest on Late Payments	64	<u>W</u>	
International Bidding	6	Weekend and Holiday Deliveries	46
<u>L</u>			
Late Bids	11		
Legal Compliance	73		
Limitation of Liability	76		