



**NEW YORK STATE OFFICE OF GENERAL SERVICES
BUSINESS SERVICES CENTER**

ADDENDUM #1
Invitation for Bids (IFB) #0024

Title: Dump Trucks with Plows-OGS Date: September 12, 2014
Group: 40625, Class Code: 22,25 Designated Contact: Lori Brewster
Bid Due: October 8, 2014, 2:00 pm Email: bsc_ifbs@ogs.ny.gov
Subject: Questions and Answers

To Prospective Bidders: This addendum is to provide answers to questions that were submitted in writing as of today for IFB-0024. **Questions will still be accepted through September 17th.**

Questions and Answers:

- Q1: I would like to get approval from the end user to quote Volvo trucks and Viking snowplows for both items. Could you please let me know if that would be acceptable?
- A1: Bid proposals from all brands will be accepted and considered as long as your product offering meets the "minimum" specifications. The brands and models stated throughout the specification sheet are for reference purposes to show functionality, quality, style or capacity. The agency end user approval or disapproval would occur after the bid proposals are received and reviewed for compliance to specifications.
- Q2: Concerning bid exceptions: This truck specification is written around an International truck and the snowplow specification is written around a Wausau plow. My company would be offering different brands and I'm sure my product specifications are not identical to those listed in this IFB. Is it possible to receive a blanket exemption or waiver form that I can list my exceptions on?

A2: Bid proposals from all brands will be accepted and considered as long as your product offering meets the “minimum” specifications. There is no special form for exceptions. You would list the applicable “spec line item number”, the “bid requirement description”, and your proposed alternative” and email the request to the issuing office. For further detail, Clause 1.7 in IFB, Page 5, states:

1.7 Bid Exceptions

The Issuing Office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder’s bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the ‘**Questions Due Date**’ as identified in Key Events (Section 1.3). The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), or directly to the requesting vendor.

To be considered, your waiver list must reach bsc_ifbs@ogs.ny.gov by 9/17/14.

If submitting a bid proposal, this Addendum #1 for IFB-0024 must contain a signature and should be dated, attached to, and made a part of your bid proposal.

Company Name

Address (Include city, state, zip)

Bidders Name (please print)

Title

Signature

Date

Invitation for Bids

Solicited by

**New York State Office of General Services
Business Services Center**

On Behalf of Fleet Management Unit

For

DUMP TRUCKS with PLOWS



BID DUE DATE: October 8, 2014 @ 2:00 PM

Issue Date: August 28, 2014

Designated Contact:

Lori Brewster

Voice: 518-485-2006

bsc_ifbs@ogs.ny.gov

Alternate Contact:

Kimberly Miller

Voice: 518-485-2006

bsc_ifbs@ogs.ny.gov

Table of Contents

1. INTRODUCTION 4

 1.1 Overview 4

 1.2 Designated Contact 4

 1.3 Key Events 4

 1.4 Minimum Qualifications 5

 1.5 IFB Questions and Clarifications 5

 1.6 Examination of Contract Documents 5

 1.7 Bid Exceptions 5

2. BID SUBMISSION 6

 2.1 Instructions for Bid Submittal 6

 2.2 Packaging of IFB Response 6

3. ADMINISTRATION INFORMATION 7

 3.1 Issuing Office 7

 3.2 Method of Award 7

 3.3 Price 7

 3.4 Delivery 7

 3.5 Term of Contract 7

 3.6 Method of Payment 8

 3.7 Electronic Payment 8

 3.8 Past Practice 8

 3.9 Dispute Resolution 8

 3.10 Prime Contractor Responsibilities 9

 3.11 Inspection of Books 9

 3.12 Glossary of Terms 9

 3.13 Rules of Construction 9

4. SPECIFICATIONS 10

 4.1 Product Specifications 10

 4.2 Delivery Location 26

 4.3 Security Procedures 26

 4.4 Anti-Freeze Protection..... 26

 4.5 Motor Vehicle Regulations..... 26

 4.6 Emissions Controls..... 27

 4.7 Rejected Product 27

 4.8 Warranty 27

5. CONTRACT CLAUSES AND REQUIREMENTS 27

5.1 Appendix A / Order of Precedence 27

5.2 Procurement Lobbying Requirement 27

5.3 Contractor Insurance Requirement 28

5.4 Tax and Finance Requirement 31

5.5 Opportunities for NYS Certified Minority and Women-Owned Businesses 31

5.6 Freedom of Information Law / Trade Secrets 35

5.7 General Requirements 36

5.8 Contract Terms 36

5.9 Procurement Rights 36

5.10 Debriefings 37

5.11 A. Termination 37

 B. Procurement Lobbying Termination 37

5.12 New York State Vendor File Registration 37

5.13 New York State Vendor Responsibility 38

5.14 Ethics Compliance 39

5.15 Indemnification 39

5.16 Force Majeure 39

5.17 Appendices, Exhibits and Attachments 39

5.18 Mercury Added Consumer Products 40

Attachment 1..... Bid Proposal Forms 41

Attachment 2..... Required Forms/Certifications..... 63

Appendix A Standard Clauses for New York State Contracts

1. Introduction

1.1 Overview

The New York State Office of General Services (OGS) Business Services Center (BSC), on behalf of the OGS Fleet Management Unit, is accepting bids for the acquisition of four (4) new 2015 dump trucks; two (2) trucks with four-way front plow and two (2) trucks with four-way front plow and double wings. Four fully assembled dump trucks shall be delivered to Albany, New York. As a result of this Invitation for Bids (IFB), OGS intends on making a one-time purchase. A Purchase Order will be issued upon Office of the State Comptroller approval of the contract.

Interested vendors should email their contact information to the designated contact listed below in order to be added to the bidder's list and to ensure they receive all updates, edits and addendums.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Lori Brewster, Purchasing Agent, NYS Office of General Services, Business Services Center, has been designated as the Primary contact for this procurement solicitation and may be reached by email for all inquiries regarding this solicitation.

Lori Brewster, Purchasing Agent
 NYS Office of General Services
 Business Services Center
 50 Wolf Road - Purchasing Unit
 Albany, New York 12232
 Email: bsc_ifbs@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contact is:

Kimberly Miller
 NYS Office of General Services
 Business Services Center
 50 Wolf Road – Purchasing Unit
 Albany, New York 12232
 Email: bsc_ifbs@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

BSC Issues Invitation For Bid (IFB)	August 28, 2014
Deadline for Submission of Bidder Questions	September 17, 2014
BSC Issues Responses to Written Questions (estimated)	September 23, 2014
Bid Due Date/ Bid Opening Date	October 8, 2014 @ 2:00 PM ET
Contract Date	Upon Office of the State Comptroller Approval

1.4 Minimum Qualifications

Bids will be accepted only from authorized manufacturers/distributors. Any distributor submitting a bid hereby guarantees it is an authorized distributor of the manufacturer and that the manufacturer has agreed to supply the distributor with the equipment required by the distributor in fulfillment of its obligations under any resultant contract with the State. Manufacturer's Certificates are enclosed and should be completed and submitted with bid.

1.5 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB shall be directed to:

Lori Brewster, Purchasing Agent
NYS OGS Business Services Center
Purchasing Unit – 3rd Floor
50 Wolf Rd
Albany, NY 12232
E-mail: bsc_ifbs@ogs.ny.gov

Questions and/or requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.

Deadline for submission of questions will be as stated in Section 1.3 Key Events.

1.6 Examination of Contract Documents

- a. Any Bidder in doubt as to the true meaning of any part of this Invitation for Bid or the proposed contract documents shall submit to bsc_ifbs@ogs.ny.gov a written request for an interpretation thereof. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- b. If a major change is involved on which all bidders must be informed, such request for interpretation shall be delivered, in writing, via e-mail by the closing date for inquiries. Any interpretation of the proposed documents will be made only by an addendum duly issued.
- c. Any addendum issued during the bidding process shall be included in bids and in closing a contract will become a part thereof.
- d. Any verbal information obtained from or statements made by representatives of the Commissioner of General Services at the time of examination of the documents or site shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued in writing to all bidders shall become a part of the contract. The Commissioner of General Services will not be responsible for verbal instructions.

1.7 Bid Exceptions

The Issuing Office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the '**Questions Due Date**' as identified in Key Events (Section 1.3). The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), or directly to the requesting vendor.

2. Bid Submission

2.1 Instructions for Bid Submission

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including bid addenda, if signature is required on addendum, to the OGS Business Services Center at the following address:

Lori Brewster
NYS OGS Business Services Center
50 Wolf Rd
Purchasing Unit – 3rd Floor
Albany, NY 12232

E-MAIL OR FAX BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution of a contract. Bids must be received in the above office on or before 2:00 PM ET on the date indicated in Section 1.3 Key Events. The received time of bids will be determined by OGS BSC at the clock at the above noted location. **Bidders assume all risks for timely, properly submitted deliveries.**

LATE BIDS MAY BE REJECTED

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity 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. Bidders are cautioned that receipt of bids in the BSC Mailroom is NOT sufficient. BSC cannot be responsible for the actions of your chosen carrier.

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

2.2 Packaging of IFB Response

Submit one (1) original of the completed Bid Proposal Form(s) and Bid Signature Page in Attachment 1

****** AND ******

Submit one (1) original of all required Forms / Certifications / Insurance outlined in Attachment 2

****** AND ******

Submit one (1) original of signed addendum(s), if there are any addenda issued

The bid documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

Bidder's complete name and address
Solicitation Number: IFB-0024
Bid Due Date and Time: 8/6/14 2:00 PM
Bid for: Dump Trucks

Important Building Access Procedures for Hand-Delivered Bids:

Building access procedures are in effect at BSC Wolf Road. Photo identification is required. All visitors must register for building access for delivering bids. Vendors are encouraged to pre-register by contacting

the OGS BSC at 518-485-2006 at least 24 hours prior to the bid opening. **Pre-registered visitors are to report to the reception area.**

If hand-delivering a bid, email bsc_ifbs@ogs.ny.gov at least **24 hours prior to the bid opening**.

3. Administrative Information

3.1 Issuing Office

This IFB is being released by the New York State Office of General Services Business Services Center on behalf of the OGS Fleet Management Unit.

3.2 Method of Award

Award shall be made by total bid price to the lowest responsible and responsive bidder meeting the minimum specifications. Bids offering the specified product or one of equal characteristics, as determined and approved by the agency and end user, will be considered.

3.3 Price

Bid Price shall include all services required to deliver the items as specified, including travel, licenses, insurance, administrative, customs, duties, charges and ancillary costs and be net FOB destination to Albany, New York delivery point. Bid price includes any and all costs associated with providing and delivering the items such as those noted below:

Delivery from factory/manufacturer to dealer/distributor destination
Labor
Emissions
Surcharges
Administrative Costs, Overhead, Profit, etc.
Assembly/Installation.

3.4 Delivery

Delivery shall be expressed on the bid form in number of calendar days required to make delivery after receipt of a purchase order. Contractor shall coordinate delivery with OGS Fleet Administration with seventy-two (72) hour notice required.

Delivery shall be made in accordance with instructions on Purchase Order from the agency. If there is a discrepancy between the Purchase Order and what is listed on the Invitation to Bids, it is the contractor's obligation to seek clarification from OGS.

3.5 Term of Contract

It is the intention of the State to make one-time purchases via Purchase Order (s). The contract shall commence upon Office of the State Comptroller (OSC) approval and shall terminate upon the delivery/acceptance and payment of the item (s).

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least sixty (60) days written notice of OGS' intent to cancel. Any cancellation by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages resulting there from. 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. See Section 5.14 – Termination.

3.6 Method of Payment

Upon delivery and acceptance of product(s) specified, invoice shall be submitted to the Business Services Center Accounts Payable Unit. Invoice will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoice must contain the Purchase Order number and Invoice shall be consistent with the Purchase Order issued. Invoices without the required information will be returned to Contractor to be completed as required. All invoices must be submitted for payment to either:

**NYS OFFICE OF GENERAL SERVICES
c/o OGS BUSINESS SERVICES CENTER
ACCOUNTS PAYABLE UNIT
PO BOX 2117
ALBANY, NEW YORK 12220-0117**

-or-

accountspayable@ogs.ny.gov

3.7 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, at the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

3.8 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

3.9 Dispute Resolution

It is the policy of the Office of General Services Business Services Center to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations, contract awards, and contract administration. OGS Business Services Center encourages vendors to seek resolution of disputes through consultation with Business Services Center staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS BSC Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the bid document.

3.10 Prime Contractor Responsibilities

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the IFB, and the contract resulting from the IFB.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor who carry out any of the provisions of any contract resulting from this IFB.

3.11 Inspection of Books

It is expressly understood and agreed that OGS and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this IFB for a full six-year period.

3.12 Glossary of Terms

"Issuing Office" shall mean the Office of General Services Business Services Center.

"Contractor"/"Vendor" shall mean a successful company awarded a contract pursuant to this IFB.

"Invitation for Bids" or "IFB" shall mean this document.

The "State" shall mean The People of the State of New York, which shall also mean the New York State Office of General Services Business Services Center and the Office of General Services Fleet Management Unit.

"Commissioner" shall mean the Commissioner of the Office of General Services or duly authorized representative.

"Offeror" or "Offerer" or "Bidder" shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.

3.13 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this IFB refer to this IFB.

4. Specifications

4.1 Product Specifications

The four (4) 2015 dump trucks to be furnished under this bid shall be equipped with Class 8 heavy duty truck chassis, International Model 7500, SFA 4 x 2 SA537 (or equal), 10' Air-Flo Pro-Max (or equal) mild steel dump body, and Wausau Model HSS4211H (or equal) steel trip edge plow . Equipment shall be new. There are two different configurations; two dump trucks with four-way front plow (ITEM 1) and two dump trucks with four-way front plow and double wings (ITEM 2). Dump trucks shall be delivered fully assembled to Albany, New York. These specifications shall be regarded as minimum. The brands and models stated throughout are for reference purposes to show functionality, quality, style or capacity. Equivalents will be considered if approved by the agency end user.

ITEM 1: DUMP TRUCK with FOUR-WAY FRONT PLOW Quantity = 2

1. TRUCK CAB AND CHASSIS

1.1 MANUFACTUER / MODEL: International Model SA537 Workstar 7500 (or equal)
Type: SFA 4 x 2

1.2 APPLICATION: Front Plow and Wing

1.3 GROSS VEHICLE WEIGHT RATING: Requested GVWR: 45300. Calc. GVWR: 45300

1.4 DIMENSIONS: Wheelbase: 177.00", Cab to Axle: 102.00", Axle to Frame: 63.00"

1.5 ENGINE: Diesel, EPA 2010 standards, 330 HP@ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed or equal

Includes:

- AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)
- COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control
- CRUISE CONTROL Electronic; Controls Integral to Steering Wheel unless it is standard
- ENGINE OIL DRAIN PLUG Magnetic
- ENGINE SHUTDOWN Electric, Key Operated
- FUEL FILTER Included with Fuel/Water Separator
- FUEL/WATER SEPARATOR. Fuel/Water Separator and Fuel Filter in a Single Assembly; with Water-in-Fuel Sensor; Engine Mounted
- GOVERNOR Electronic
- OIL FILTER ENGINE Spin-On Type
- WET TYPE CYLINDER SLEEVES

1.6 TRANSMISSION:Automatic 5th-Generation Controls; Close Ratio, 6-Speed, with Double Overdrive; On/Off Highway; Includes OH Lever Sensor, with PTO Provision, less Retarder, with 80,000 lb GVW & GCW Max.

1.7 CLUTCH: Omit Item (Clutch & Control)

- 1.8 AXLE, FRONT: Non-driving (Dana Spicer I-200W or equal) Wide Track, I-Beam Type, 20,000-lb. Capacity or greater
- 1.9 AXLE, REAR: Single (Meritor RS-30-1 85 or equal) Single Reduction, Standard Track, 30,000-lb Capacity, T Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 5.63. Includes magnetic drain plug (1).
- 1.10 CAB: Conventional
- Includes:
- ARM REST (2) Molded Plastic; One Each Door
 - CLEARANCE/MARKER LIGHTS (5) Flush Mounted
 - COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
 - CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel
 - DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens. Timed Theater Dimming, Integral to Console, Center Mounted
 - GLASS, ALL WINDOWS Tinted
 - GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
 - GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side
 - INTERIOR SHEET METAL Upper Door (Above Window ledge) Painted Exterior Color
 - STEP (4) Two Steps Per Door
- 1.11 TIRE, FRONT: (2) 315/80R22.5 XZY-3; 486 rev/mile, load range L, 20 ply
- 1.12 TIRE, REAR: (4) 12R22.5 G622 RSD; 482 rev/mile, load range H, 16 ply
- 1.13 SUSPENSION: RR, spring, single Variable Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multi-leaf Auxiliary or greater
- 1.14 FRAME REINFORCEMENT: Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312": (274.6 mm x 98.9 mm x 8.0 mm); 480.0" (12192 mm) Maximum OAL or greater
- 1.15 PAINT: Cab schematic 100 GM location 1: 1675, Beige (Premium) Chassis schematic N/A
- 1.16 TOW HOOK. FRONT (2) Frame Mounted
- 1.17 FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192 mm) Maximum OAL or equal
- 1.18 BUMPER, FRONT Steel, Swept Back, Powder Coated Gray (Argent) Color
- 1.19 FRAME EXTENSION, FRONT Integral; 27" In Front of Grille, with Outer "C" Channel Reinforcement or greater
- 1.20 WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm) or equal
- 1.21 SPRINGS, FRONT AUXILIARY Rubber
- 1.22 SUSPENSION, FRONT, SPRING Multi-Stage, Taper leaf, 20,000-lb Capacity, with Shock Absorbers. Included Spring Pins Rubber Bushings, Maintenance-Free or equal
- 1.23 BRAKE SYSTEM, AIR Dual System for Straight Truck Applications.
- Includes:
- BRAKE LINES Color and Size Coded Nylon

- DRAIN VALVE Twist-Type
- DUST SHIELDS, FRONT BRAKE
- DUST SHIELDS, REAR BRAKE
- GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
- PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
- PARKING BRAKE VALVE For Truck
- QUICK RELEASE VALVE, Bendix (or equal) on Rear Axle for Spring Brake Release
- SLACK ADJUSTERS, FRONT Automatic
- SLACK ADJUSTERS, REAR Automatic
- SPRING BRAKE MODULATOR VALVE R-7 or equal

- 1.24 BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sq. In. Long Stroke Brake Chambers or equal
- 1.25 TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
- 1.26 DRAIN VALVE (Bendix DV-2 or equal) Automatic; with Heater; for Air Tank. Includes drain valve mounted in wet tank
- 1.27 BRAKE SHOES, REAR Cast
- 1.28 AIR BRAKE ABS (Bendix Anti-Lock Brake System or equal) Full Vehicle Wheel Control System (4-Channel)
- 1.29 AIR DRYER (Bendix AD-IP or equal) With Heater, Air Dryer Location: inside left rail, back of cab
- 1.30 BRAKE CHAMBERS, FRONT AXLE (Haldex or equal) 24 Sq. In.
- 1.31 BRAKE CHAMBERS, REAR AXLE (Haldex GC3636 or equal) 36/36 Spring Brake.
Includes:
- BRAKE CHAMBERS, SPRING (2) Rear Parking; with truck brakes with Rear Tandem Axles Less Than 46,000-lb
- 1.32 BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 36/36 Sq. In. Long Stroke Brake Chambers and Spring Actuated Parking Brakes or equal
- 1.33 AIR COMPRESSOR (Bendix Tu-Flo 750 or equal) 16.5 CFM Capacity
- 1.34 STEERING COLUMN Tilting
- 1.35 STEERING WHEEL 2-Spoke; 18" Diam., Black, Leather Wrapped
- 1.36 EXHAUST SYSTEM Single, Horizontal, After-treatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard
Includes:
- EXHAUST HEIGHT 10' - Based on Empty Chassis with Standard Components (+ or- 1" Height)
 - MUFFLER/TAIL PIPE GUARD Non-Bright Finish
- 1.37 TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
- 1.38 ELECTRICAL SYSTEM 12-Volt, Standard Equipment.
Includes:
- BATTERY BOX Steel with Plastic Lid

- DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
- FUSES, ELECTRICAL SAE Blade-Type
- HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover
- HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels
- HORN, ELECTRIC Single
- JUMP START STUD Located on Positive Terminal of Outermost Battery
- PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- RUNNING LIGHT (2) Daytime, Included with Headlights
- STARTER SWITCH Electric, Key Operated
- STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
- TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
- WINDSHIELD WIPER SWITCH 2-Speed with Wash and intermittent Feature (5 Pre-set Delays), Integral with Turn Signal Lever
- WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- WIRING; CHASSIS Color Coded and Continuously Numbered

1.39 POWER SUPPLY 12 volt power supply

1.40 HORN, ELECTRIC (2)

1.41 ALTERNATOR (Leece-Neville AVI160P2013 or equal) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense

1.42 BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

1.43 BATTERY SYSTEM Maintenance-Free, (3) 12-Volt 1950CCA Total

1.44 RADIO AM/FM, Includes Multiple Speakers, Includes Auxiliary Input

Includes:

- SPEAKERS IN CAB (2) Dual Cone with Deluxe Interior
- SPEAKERS IN CAB (4) Coaxial with Premium Interior

1.45 BACK-UP ALARM Electric, 102 dBA

1.46 AUXILIARY HARNESS 3.0' -for Auxiliary Front Head Lights and Turn Signals for front Plow Applications

1.47 TRAILER CONNECTION SOCKET 7-Way; Mounted at rear of Frame, wired for Turn Signals Combined with Stop, Compatible with Trailers That Use Combined Stop, Tail, Turn Lamps

1.48 BATTERY BOX Steel, with Fiberglass.Cover, 35" Back of Cab, Mounted left Side Perpendicular to Frame Rail

1.49 HEADLIGHTS Long Life Halogen; for Two Light System

1.50 TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps except Back- up Lights

1.51 STARTING MOTOR 12 Volt; less Thermal Over-Crank Protection

-
- 1.52 HORN, AIR (2) Single Tone
- 1.53 INDICATOR, LOW COOLANT LEVEL with Audible Alarm
- 1.54 CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
- 1.55 FENDER EXTENSIONS Rubber
- 1.56 HOOD, HATCH (01) for Servicing
- 1.57 GRILLE Stationary
- 1.58 FRONT END Tilting, Fiberglass, with Three Piece Construction; for 2007 & 2010 Emissions
- 1.59 PAINT SCHEMATIC, PT-1 Single Color, Design 100. Includes ID Letters "GM"
- 1.60 PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
- 1.61 PAINT CLASS Premium Color
- 1.62 OIL FILTER Spinner
- 1.63 PTO EFFECTS. ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
- 1.64 BLOCK HEATER, ENGINE 120 Volt / 1250 Watt
Includes:
- BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
- 1.65 FAN DRIVE (Horton Drivemaster Polar Extreme or equal) Direct Drive Type, Two Speed, with Residual Torque Device for Disengaged Fan Speed. Includes fan nylon.
- 1.66 RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1663 Sq. In. Core and 885 Sq. In. Charge. Air Cooler and 470 Sq. In. low Temperature Radiator Down Flow
Includes:
- DE-AERATION SYSTEM with Surge Tank
 - HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
 - RADIATOR HOSES Premium, Rubber
- 1.67 FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014
- 1.68 AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab control. Includes Gauge, Air Cleaner Restriction Air Cleaner Mounted
- 1.69 THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
- 1.70 OIL COOLER, AUTO TRANSMISSION (Modine or equal) Water to Oil, for Allison or CEE MAT Transmission (or equal)
- 1.71 TRANSMISSION SHIFT CONTROL Push-Button Type; for Allison 3000 & 4000 Series Transmission (or equal)
- 1.72 TRANSMISSION OIL Synthetic; 29 thru 42 Pints

- 1.73 ALLISON (or equal) SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
- 1.74 TRANSMISSION TCM LOCATION Located Inside Cab
- 1.75 SHIFT CONTROL PARAMETERS Allison (or equal) Load Based Shift Schedules (LBSS)
- 1.76 FUEL WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor
- 1.77 FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gallon or greater, 303 L Capacity, 23.0" Tank Depth, Mounted left Side Under Cab
- 1.78 GAUGE CLUSTER English with English Electronic Speedometer
- Includes:
- GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid level
 - ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout
 - WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
- 1.79 GAUGE, OIL TEMP, Allison (or equal) tran
- 1.80 IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
- 1.81 SEAT, DRIVER Air Suspension, High Back with Integral Headrest, Vinyl, Isolator. 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust. Seat Belt 3-Point, Lap and Shoulder Belt Type
- 1.82 MIRRORS (2) Rectangular, or greater, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 104" or less Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms
- 1.83 GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
- 1.84 SEAT, PASSENGER Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
- 1.85 WINDSHIELD Heated, Single Piece
- 1.86 AIR CONDITIONER with Integral Heater & Defroster
- Includes:
- HEATER HOSES Premium
 - HOSE CLAMPS, HEATER HOSE Constant Tension Clamps
 - REFRIGERANT Hydrofluorocarbon HFC-134A
- 1.87 INSTRUMENT PANEL Center Section, Flat Panel
- 1.88 HVAC FRESH AIR FILTER
- 1.89 STORAGE POCKETS, (2) Door Full Width; Mounted on Passenger Door and Drivers Door
- 1.90 CAB INTERIOR TRIM Deluxe

Includes:

- "A" PILLAR COVER Molded Plastic
- CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two--Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void
- CONSOLE, OVERHEAD Molded Plastic; with Dual Storage Pockets with Retainer Nets and CB Radio Pocket
- DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
- FLOOR COVERING Rubber, Black
- HEADLINER Soft Padded Cloth
- INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
- SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

1.91 CAB REAR SUSPENSION Air Bag Type

1.92 MIRROR, CONVEX, HOOD MOUNTED (2) for Left and Right Sides 7.44" Sq.

1.93 WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With 500" Thick Disc, Non-Standard Offset and Steel Hubs.

1.94 WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 5 Hand Hole. 10 Stud (285.75 MM BC) Hub Piloted, Flanged Nut, Metric Mount 9.00 DC Rims with Steel Hubs.

1.95 PAINT IDENTITY, FRONT WHEELS (Accuride or equal) Disc Front Wheels; with Vendor Applied (PKWHT21 or equal) White Powder Coat Paint

1.96 PAINT IDENTITY, REAR WHEELS (Accuride or equal) Disc Rear Wheels; with Vendor Applied (PKWHT21 or equal) White Powder Coat Paint

2. ITEM 1: DUMP TRUCK BODY

2.1 10' Air-Flo Pro-Max (or equal) mild steel dump body

2.2 Capacity: 6 yard

2.3 Side Height: 28"

2.4 Gate Height: 38"

2.5 Double acting sub-frame hoist

2.6 Bolt-on spreader apron

2.7 Carbon steel construction

2.8 Painted and undercoated

2.9 Three (3) coal chutes installed in the rear gate

2.10 Street side entry ladder

- 2.11 Amber LED flashers in rear post wired to factory up-fitter switch
- 2.12 LED bodylights
- 2.13 Mud flaps In front of and behind rear drive axle
- 2.14 Manual tailgate
- 2.15 Wausau model 225C (or equal) low mount snowplow hitch
- 2.16 Side plate hitch w/ ½" side plates
- 2.17 Telescopic lift arm (collapsible and stowable, 5" double acting lift cylinder)
- 2.18 "Z" brackets and angle braces and drive ears on 30½" centers

3. ITEM 1: PLOW: FOUR-WAY FRONT PLOW

- 3.1 Wausau model HSS4211H (or equal) steel trip edge plow
- 3.2 Length: 11'
- 3.3 Height: 42"
- 3.4 8 gauge steel moldboard construction
- 3.5 ½" x 8" x 11' reversible cutting edge
- 3.6 Rubber deflector
- 3.7 Ram reverse drive frame w/ single acting cylinders, three chain life and oscillating drive bar w/ ears on 30½" centers.
- 3.8 Paint: Plow: standard yellow-----Hitch: black

4. ITEM 1: Installation

- 4.1 ½" custom steel pintle plate
- 4.2 20 ton swivel pintle with 7 pole tractor plug and safety d-rings
- 4.3 Tandem gear pump direct mounted to cable shift power take off to be installed and powered from crankshaft of engine via flange yoke, u-joints, telescopic driveline and end yoke, incorporated into front snowplow hitch.
- 4.4 All hydraulic functions are to be controlled via steel core cable and manual shift levers installed in cab.
- 4.5 Hydraulic reservoir, in-line return filter and positive stop ball valve with hydraulic control valves mounted on top of hydraulic reservoir.
- 4.6 Manual dual flow control valve shall be mounted in cab to control conveyor and spinner output.
- 4.7 There shall be hoses run to the rear of the chassis with hydraulic disconnects to operate agency's existing spreader.

ITEM 2: DUMP TRUCK with FOUR-WAY FRONT PLOW and DOUBLE WINGS Quantity = 2**1. TRUCK CAB AND CHASSIS**

1.1 MANUFACTUER / MODEL: International Model SA537 Workstar 7500 (or equal)
Type: SFA 4 x 2

1.2 APPLICATION: Front Plow and Wing

1.3 GROSS VEHICLE WEIGHT RATING: Requested GVWR: 45300. Calc. GVWR: 45300

1.4 DIMENSIONS: Wheelbase: 177.00", Cab to Axle: 102.00", Axle to Frame: 63.00"

1.5 ENGINE: Diesel, EPA 2010 standards, 330 HP@ 2000 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed or equal

Includes:

- AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)
- COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control
- CRUISE CONTROL Electronic; Controls Integral to Steering Wheel unless it is standard
- ENGINE OIL DRAIN PLUG Magnetic
- ENGINE SHUTDOWN Electric, Key Operated
- FUEL FILTER Included with Fuel/Water Separator
- FUEL/WATER SEPARATOR. Fuel/Water Separator and Fuel Filter in a Single Assembly; with Water-in-Fuel Sensor; Engine Mounted
- GOVERNOR Electronic
- OIL FILTER ENGINE Spin-On Type
- WET TYPE CYLINDER SLEEVES

1.6 TRANSMISSION:Automatic 5th-Generation Controls; Close Ratio, 6-Speed, with Double Overdrive; On/Off Highway; Includes OH Lever Sensor, with PTO Provision, less Retarder, with 80,000 lb GVW & GCW Max.

1.7 CLUTCH: Omit Item (Clutch & Control)

1.8 AXLE, FRONT: Non-driving (Dana Spicer I-200W or equal) Wide Track, I-Beam Type, 20,000-lb. Capacity or greater

1.9 AXLE, REAR: Single (Meritor RS-30-1 85 or equal) Single Reduction, Standard Track, 30,000-lb Capacity, T Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 5.63. Includes magnetic drain plug (1).

1.10 CAB: Conventional

Includes:

- ARM REST (2) Molded Plastic; One Each Door
- CLEARANCE/MARKER LIGHTS (5) Flush Mounted
- COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
- CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

- DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens. Timed Theater Dimming, Integral to Console, Center Mounted
 - GLASS, ALL WINDOWS Tinted
 - GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
 - GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side
 - INTERIOR SHEET METAL Upper Door (Above Window ledge) Painted Exterior Color
 - STEP (4) Two Steps Per Door
- 1.11 TIRE, FRONT: (2) 315/80R22.5 XZY-3; 486 rev/mile, load range L, 20 ply
- 1.12 TIRE, REAR: (4) 12R22.5 G622 RSD; 482 rev/mile, load range H, 16 ply
- 1.13 SUSPENSION: RR, spring, single Variable Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multi-leaf Auxiliary or greater
- 1.14 FRAME REINFORCEMENT: Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312": (274.6 mm x 98.9 mm x 8.0 mm); 480.0" (12192 mm) Maximum OAL or greater
- 1.15 PAINT: Cab schematic 100 GM location 1: 1675, Beige (Premium) Chassis schematic N/A
- 1.16 TOW HOOK. FRONT (2) Frame Mounted
- 1.17 FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192 mm) Maximum OAL or equal
- 1.18 BUMPER, FRONT Steel, Swept Back, Powder Coated Gray (Argent) Color
- 1.19 FRAME EXTENSION, FRONT Integral; 27" In Front of Grille, with Outer "C" Channel Reinforcement or greater
- 1.20 WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm) or equal
- 1.21 SPRINGS, FRONT AUXILIARY Rubber
- 1.22 SUSPENSION, FRONT, SPRING Multi-Stage, Taper leaf, 20,000-lb Capacity, with Shock Absorbers. Includes Spring Pins Rubber Bushings, Maintenance-Free or equal
- 1.23 BRAKE SYSTEM, AIR Dual System for Straight Truck Applications.
Includes:
- BRAKE LINES Color and Size Coded Nylon
 - DRAIN VALVE Twist-Type
 - DUST SHIELDS, FRONT BRAKE
 - DUST SHIELDS, REAR BRAKE
 - GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
 - PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
 - PARKING BRAKE VALVE For Truck
 - QUICK RELEASE VALVE, Bendix (or equal) on Rear Axle for Spring Brake Release
 - SLACK ADJUSTERS, FRONT Automatic
 - SLACK ADJUSTERS, REAR Automatic
 - SPRING BRAKE MODULATOR VALVE R-7 or equal
- 1.24 BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sq. In. Long Stroke Brake Chambers or equal

- 1.25 TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
- 1.26 DRAIN VALVE (Bendix DV-2 or equal) Automatic; with Heater; for Air Tank. Includes drain valve mounted in wet tank
- 1.27 BRAKE SHOES, REAR Cast
- 1.28 AIR BRAKE ABS (Bendix Anti-Lock Brake System or equal) Full Vehicle Wheel Control System (4-Channel)
- 1.29 AIR DRYER (Bendix AD-IP or equal) With Heater, Air Dryer Location: inside left rail, back of cab
- 1.30 BRAKE CHAMBERS, FRONT AXLE (Haldex or equal) 24 Sq. In.
- 1.31 BRAKE CHAMBERS, REAR AXLE (Haldex GC3636 or equal) 36/36 Spring Brake.
Includes:
- BRAKE CHAMBERS, SPRING (2) Rear Parking; with truck brakes with Rear Tandem Axles Less Than 46,000-lb
- 1.32 BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 36/36 Sq. In. Long Stroke Brake Chambers and Spring Actuated Parking Brakes or equal
- 1.33 AIR COMPRESSOR (Bendix Tu-Flo 750 or equal) 16.5 CFM Capacity
- 1.34 STEERING COLUMN Tilting
- 1.35 STEERING WHEEL 2-Spoke; 18" Diam., Black, Leather Wrapped
- 1.36 EXHAUST SYSTEM Single, Horizontal, After-treatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard
Includes:
- EXHAUST HEIGHT 10' - Based on Empty Chassis with Standard Components (+ or- 1" Height)
 - MUFFLER/TAIL PIPE GUARD Non-Bright Finish
- 1.37 TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
- 1.38 ELECTRICAL SYSTEM 12-Volt, Standard Equipment.
Includes:
- BATTERY BOX Steel with Plastic Lid
 - DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
 - FUSES, ELECTRICAL SAE Blade-Type
 - HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover
 - HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
 - HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels
 - HORN, ELECTRIC Single
 - JUMP START STUD Located on Positive Terminal of Outermost Battery
 - PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
 - RUNNING LIGHT (2) Daytime, Included with Headlights
 - STARTER SWITCH Electric, Key Operated
 - STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
 - TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

- TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
- WINDSHIELD WIPER SWITCH 2-Speed with Wash and intermittent Feature (5 Pre-set Delays), Integral with Turn Signal Lever
- WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- WIRING; CHASSIS Color Coded and Continuously Numbered

1.39 POWER SUPPLY 12 volt power supply

1.40 HORN, ELECTRIC (2)

1.41 ALTERNATOR (Leece-Neville AVI160P2013 or equal) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense

1.42 BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

1.43 BATTERY SYSTEM Maintenance-Free, (3) 12-Volt 1950CCA Total

1.44 RADIO AM/FM, Includes Multiple Speakers, Includes Auxiliary Input

Includes:

- SPEAKERS IN CAB (2) Dual Cone with Deluxe Interior
- SPEAKERS IN CAB (4) Coaxial with Premium Interior

1.45 BACK-UP ALARM Electric, 102 dBA

1.46 AUXILIARY HARNESS 3.0' -for Auxiliary Front Head Lights and Turn Signals for front Plow Applications

1.47 TRAILER CONNECTION SOCKET 7-Way; Mounted at rear of Frame, wired for Turn Signals Combined with Stop, Compatible with Trailers That Use Combined Stop, Tail, Turn Lamps

1.48 BATTERY BOX Steel, with Fiberglass.Cover, 35" Back of Cab, Mounted left Side Perpendicular to Frame Rail

1.49 HEADLIGHTS Long Life Halogen; for Two Light System

1.50 TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps except Back- up Lights

1.51 STARTING MOTOR 12 Volt; less Thermal Over-Crank Protection

1.52 HORN, AIR (2) Single Tone

1.53 INDICATOR, LOW COOLANT LEVEL with Audible Alarm

1.54 CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

1.55 FENDER EXTENSIONS Rubber

1.56 HOOD, HATCH (01) for Servicing

1.57 GRILLE Stationary

1.58 FRONT END Tilting, Fiberglass, with Three Piece Construction; for 2007 & 2010 Emissions

-
- 1.59 PAIN T SCHEMATIC, PT-1 Single Color, Design 100. Includes ID Letters "GM"
- 1.60 PAIN T TYPE Base Coat/Clear Coat, 1-2 Tone
- 1.61 PAIN T CLASS Premium Color
- 1.62 OIL FILTER Spinner
- 1.63 PTO EFFECTS. ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
- 1.64 BLOCK HEATER, ENGINE 120 Volt / 1250 Watt
Includes:
- BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
- 1.65 FAN DRIVE (Horton Drivemaster Polar Extreme or equal) Direct Drive Type, Two Speed, with Residual Torque Device for Disengaged Fan Speed. Includes fan nylon.
- 1.66 RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1663 Sq. In. Core and 885 Sq. In. Charge. Air Cooler and 470 Sq. In. low Temperature Radiator Down Flow
Includes:
- DE-AERATION SYSTEM with Surge Tank
 - HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
 - RADIATOR HOSES Premium, Rubber
- 1.67 FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014
- 1.68 AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab control. Includes Gauge, Air Cleaner Restriction Air Cleaner Mounted
- 1.69 THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
- 1.70 OIL COOLER, AUTO TRANSMISSION (Modine or equal) Water to Oil, for Allison or CEEMAT Transmission (or equal)
- 1.71 TRANSMISSION SHIFT CONTROL Push-Button Type; for Allison 3000 & 4000 Series Transmission (or equal)
- 1.72 TRANSMISSION OIL Synthetic; 29 thru 42 Pints
- 1.73 ALLISON (or equal) SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
- 1.74 TRANSMISSION TCM LOCATION Located Inside Cab
- 1.75 SHIFT CONTROL PARAMETERS Allison (or equal) Load Based Shift Schedules (LBSS)
- 1.76 FUEL WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor
- 1.77 FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gallon or greater, 303 L Capacity, 23.0" Tank Depth, Mounted left Side Under Cab
- 1.78 GAUGE CLUSTER English with English Electronic Speedometer

Includes:

- GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid level
- ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout
- WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

1.79 GAUGE, OIL TEMP, Allison (or equal) tran

1.80 IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

1.81 SEAT, DRIVER Air Suspension, High Back with Integral Headrest, Vinyl, Isolator. 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust. Seat Belt 3-Point, Lap and Shoulder Belt Type

1.82 MIRRORS (2) Rectangular, or greater, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 104" or less Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms

1.83 GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

1.84 SEAT, PASSENGER Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

1.85 WINDSHIELD Heated, Single Piece

1.86 AIR CONDITIONER with Integral Heater & Defroster

Includes:

- HEATER HOSES Premium
- HOSE CLAMPS, HEATER HOSE Constant Tension Clamps
- REFRIGERANT Hydrofluorocarbon HFC-134A

1.87 INSTRUMENT PANEL Center Section, Flat Panel

1.88 HVAC FRESH AIR FILTER

1.89 STORAGE POCKETS, (2) Door Full Width; Mounted on Passenger Door and Drivers Door

1.90 CAB INTERIOR TRIM Deluxe

Includes:

- "A" PILLAR COVER Molded Plastic
- CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two--Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void
- CONSOLE, OVERHEAD Molded Plastic; with Dual Storage Pockets with Retainer Nets and CB Radio Pocket
- DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
- FLOOR COVERING Rubber, Black

- HEADLINER Soft Padded Cloth
- INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
- SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

1.91 CAB REAR SUSPENSION Air Bag Type

1.92 MIRROR, CONVEX, HOOD MOUNTED (2) for Left and Right Sides 7.44" Sq.

1.93 WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With 500" Thick Disc, Non-Standard Offset and Steel Hubs.

1.94 WHEELS, REAR DUAL DISC: 22.5" Painted Steel, 5 Hand Hole. 10 Stud (285.75 MM BC) Hub Piloted, Flanged Nut, Metric Mount 9.00 DC Rims with Steel Hubs.

1.95 PAINT IDENTITY, FRONT WHEELS (Accuride or equal) Disc Front Wheels; with Vendor Applied (PKWHT21 or equal) White Powder Coat Paint

1.96 PAINT IDENTITY, REAR WHEELS (Accuride or equal) Disc Rear Wheels; with Vendor Applied (PKWHT21 or equal) White Powder Coat Paint

2. ITEM 2: DUMP TRUCK BODY

2.1 10' Air-Flo Pro-Max (or equal) mild steel dump body

2.2 Capacity: 6 yard

2.3 Side Height: 28"

2.4 Gate Height: 38"

2.5 Double acting sub-frame hoist

2.6 Bolt-on spreader apron

2.7 Carbon steel construction

2.8 Painted and undercoated

2.9 Three (3) coal chutes installed in the rear gate

2.10 Street side entry ladder

2.11 Amber LED flashers in rear post wired to factory up-fitter switch

2.12 LED bodylights

2.13 Mud flaps In front of and behind rear drive axle

2.14 Manual tailgate

2.15 Wausau (or equal) power-tilt front hitch w/ ½" side plates

2.16 4"x10" double acting lift cylinder

- 2.17 "Z" brackets and angle braces
- 2.18 Plow mounting ears on 30½" centers

3. ITEM 2: PLOW: FOUR-WAY FRONT PLOW WITH DOUBLE WINGS

- 3.1 Wausau model HSS4211H (or equal) steel trip edge plow
- 3.2 Length: 11'
- 3.3 Height: 42"
- 3.4 8 gauge steel moldboard construction
- 3.5 ½" x 8" x 11' reversible cutting edge
- 3.6 Rubber deflector
- 3.7 Ram reverse drive frame w/ single acting cylinders, three chain life and oscillating drive bar w/ ears on 30½" centers.
- 3.8 Paint: Plow: standard yellow---Hitch: black
- 3.9 Top and bottom front post hitch support system for double wing system
- 3.10 Right-hand and left-hand front wing posts (62" lift) w/ 3" x 31" double acting cylinders and full trip dees.
- 3.11 Wausau Model SPW-RERP (or equal) dual full leveling wing assembly w/ 12" x 25 lb. channel rear beams w/ 5"x18" single acting rear wing lift cylinders and 3½" x 34" double acting slide cylinders, valve enclosure and 50 gallon reservoir.
- 3.12 Wausau model SPW12RH (or equal), 12' overall length, 8 gauge right hand wing moldboard.
 - 27" front height, 36" discharge height
 - 4" x 4" x ¾" backer angle, 2½" x 2" x ⅜" top angle and a 3 ½" x 3 ½" x ⅜" horizontal reinforcement and ½" x 8" x 132" reversible steel cutting edge AASHO punched
 - Full trip wing braces with 2½" solids.
- 3.13 Wausau model SPW12LH (or equal), 12' overall length, 8 gauge left hand wing moldboard.
 - 27" front height, 36" discharge height
 - 4"x 4" x ¾" backer angle, 2½" x 2" x ⅜" top angle and a 3½" x 3½" x ⅜" horizontal reinforcement and ½" x 8" x 132" reversible steel cutting edge AASHO punched
 - Full trip wing braces with 2½" solids.

4. ITEM 2: Installation

- 4.1 ½" custom steel pintle plate
- 4.2 20 ton swivel pintle with 7 pole tractor plug and safety d-rings
- 4.3 Tandem gear pump direct mounted to cable shift power take off to be installed and powered from crankshaft of engine via flange yoke, u-joints, telescopic driveline and end yoke, incorporated into front snowplow hitch.
- 4.4 All hydraulic functions are to be controlled via steel core cable and manual shift levers installed in cab.
- 4.5 In-line return filter and positive stop ball valve with hydraulic control valves mounted in rear wing cabinet enclosure.
- 4.6 Manual dual flow control valve shall be mounted in cab to control conveyor and spinner output.
- 4.7 There shall be hoses run to the rear of the chassis with hydraulic disconnects to operate agency's existing spreader.

4.2 Delivery Location

Upon receipt of an approved purchase order, the contractor shall coordinate delivery with designated representative at OGS. Seventy-two (72) hour notice of delivery is required. OGS shall provide contractor with a contact person and phone number to facilitate delivery. On bid form, delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order. Price includes all customs, duties and charges and are net, F.O.B. destination and include all costs necessary to produce the product as specified, including delivery to:

NYS Office of General Services
Fleet Management Unit
1220 Washington Avenue
State Campus – Building 18
Albany, New York 12226

4.3 Security Procedures

Please note that location may have security policies which must be followed. The Contractor will work with OGS to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc.

4.4 Anti-Freeze Protection

Regardless of delivery date, all liquid-cooled engines shall be protected with permanent type anti-freeze.

4.5 Motor Vehicle Regulations

Each vehicle delivered shall comply with all applicable laws and regulations of the State of New York and the Federal Government in effect on the date of manufacture.

4.6 Emissions Controls

Vehicles and engines shall comply with all applicable Federal, State and Local laws and regulations in effect on the date of manufacture.

4.7 Rejected Product

If product is rejected, it must be removed by the Contractor from the premises of OGS within ten calendar days of notification of rejection by OGS. 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 OGS shall have the right to dispose of product as its own property. The Contractor shall promptly reimburse OGS for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

4.8 Warranty

Original equipment manufacturer warranties shall apply. Contractor hereby warrants and represents that deliverable specified and furnished by or through Contractor shall individually be guaranteed against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts for the warranty period. During the warranty period, defects in the materials or workmanship of deliverable specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the OGS.

The warranty period for all coverage shall begin on the date unit is accepted or put in service, whichever occurs later. Where unit develops chronic failures during the warranty period, the Contractor shall extend the warranty period for an equal period of time following correction of such failures, as indicated in the original warranty.

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. Appendix A is a separate document to this IFB and shall be retained for reference by the bidder.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix- A
2. Invitation for Bid IFB-0024 (this document) with any addendum(s)
3. Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the State 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 contract by the State 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.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

5.3 Contractor Insurance Requirements

The Contractor shall procure at its sole cost and expense policies of insurance as set forth below. Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be maintained with insurance carriers licensed to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self-insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Business Services Center, Purchasing Unit, 50 Wolf Road, Albany, New York 12232 and shall name ***The People of the State of New York, OGS officers, agents, and employees as additional insureds there under*** (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) Waiver of Subrogation. Contractor shall cause to be included in each of OGS policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS (ii) any other form of permission for the release of OGS.
- d) WORKERS' COMPENSATION / DISABILITY INSURANCE:
Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **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, contractors shall:

A) Be legally exempt from obtaining workers' compensation insurance coverage;

Or

B) Obtain such coverage from insurance carriers;

Or

C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts 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.ny.gov ;

Or

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;

Or

- C) *Certificate of Workers' Compensation Self-Insurance - Form SI- 12*, available from the New York State Workers' Compensation Board's Self-Insurance Office;

Or

- D) *Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2*, available from the contractor's Group Self-Insurance Administrator.

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, contractors shall:

- A) Be legally exempt from obtaining disability benefits coverage;

Or

- B) Obtain such coverage from insurance carriers;

Or

- C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts 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.ny.gov ;

Or

- 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 forms should name the NYS Office of General Services, Fleet Management Unit, State Campus, Building 18, Albany, New York 12226, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required

insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages.

5.4 Tax and Finance Requirements

TAX LAW § 5-A:

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 IFB. Form 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 ST-220-TD must be filed with DTF.

Form ST-220-CA should 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>

5.5 Opportunities for New York State Certified Minority and Women-Owned Business Enterprises

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

POLICY STATEMENT

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority group members and women in the performance of New York State contracts.

GENERAL PROVISIONS

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to this section or enforcement proceedings as allowed by the Contract.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor 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 it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination

because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this Contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE)

For purposes of this procurement, OGS hereby establishes a goal of 10% for Minority-owned Business Enterprises (MBE) participation and 10% for Women-owned Business Enterprises (WBE) participation (collectively referred to as MWBE) for a total Contract MWBE goal of 20%. The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/diversityusers.asp>.

Pursuant to 5 NYCRR § 142.8, a Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract and ensure that the MWBEs utilized under the Contract perform commercially useful functions. Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation.

Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. OGS will assess whether a MWBE is performing a commercially useful function by considering the following:

- (1) the amount of work subcontracted;
- (2) industry practices;

- (3) whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
- (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and
- (5) any other relevant factors.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages or other appropriate damages, as set forth herein.

By submitting a bid or proposal, Bidder/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit a Utilization Plan on Form MWBE 100 with their bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State Contract, a description of the Commercially Useful Function the Contractor intends the MWBE to perform to meet the goals on the State Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE and performance dates of each component of a State Contract that the Contractor intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder acknowledges that the utilization of MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of the Contract; and, that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

C. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. OGS may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If OGS determines that the Bidder has failed to document good faith efforts.

A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan. If a

request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses B-D above, will apply.

Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

E. Monthly MWBE Contractor Compliance Report

Contractors are required to report Monthly MWBE Contractor Compliance to OGS documenting compliance with the Contract MWBE goals. Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102, by the 10th day of each month during the term of the Contract, for the preceding month's activity, to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285. Contractor must submit its final Monthly MWBE Contractor Compliance Report no later than ninety (90) days after final delivery of the Products under the Contract.

LIQUIDATED DAMAGES – MWBE PARTICIPATION

- A. Where OGS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OGS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made, after Contractor has been afforded the process that it is due, which requires the payment of liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>.

5.6 Freedom of Information Law / Trade Secrets

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 exemption would be effective both during and after the evaluation process.

Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must

state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information.

Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

5.7 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify the OGS of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of OGS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

5.8 Contract Terms

All provisions and requirements of Appendix-A, Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the laws of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.

Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved by the Comptroller of the State of New York.

5.9 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Utilize any and all ideas submitted in the proposals received.
5. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
6. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
7. Waive any non-material requirement not met by all Proposers.

8. Not make an award from this Solicitation.
9. Make an award under this Solicitation in whole or in part.
10. Make multiple contract awards pursuant to the Solicitation.
11. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
12. Seek clarifications of proposals.
13. If two or more offers are found to be substantially equivalent, the Commissioner of OGS, at his sole discretion, will determine award.

Please Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

5.10 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the bid 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 contract approval as posted on the OSC website (web address below).

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

5.11 Termination

A. The Office of General Services (OGS) may, upon thirty (30) days notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement. In addition, OGS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

B. Procurement Lobbying Termination

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

5.12 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Bid Proposal Form (Attachment 1). Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File and is recommended for award, BSC shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_management
Form to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf

5.13 New York State Vendor Responsibility

Questionnaire

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete 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 when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm

In order to assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

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.

The Bidder agrees that if it is awarded a Contract the following shall apply:

General

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Suspension of Work (for Non-Responsibility)

The Commissioner of OGS or his designee, in his sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the

terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or his designee issues a written notice authorizing a resumption of performance under the Contract.

Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or his designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or his designee to be non-responsible. In such event, the Commissioner of OGS or his designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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.

5.14 Ethics Compliance

All bidders/contractors and their employees must comply with the requirements of §§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 Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, 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.

5.15 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

5.16 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5.17 Appendices, Exhibits and Attachments

The Proposer's attention is directed to the appendices, exhibit and attachments hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

5.18 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>.

ATTACHMENT 1

BID PROPOSAL FORMS

BID SIGNATURE PAGE

BID PROPOSAL

IFB-0024 Company _____ Date _____

The above Bidder agrees to supply four (4) new 2015 dump trucks in accordance with the terms, conditions and specifications of this solicitation. Bid price below includes any and all costs associated with providing and delivering the equipment F.O.B. Destination to Albany, New York:

<u>Item</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Total Price</u>
ITEM 1:				
2015 Dump Truck with 4-Way Plow	2	Each @	_____	= \$ _____
ITEM 2:				
2015 Dump Truck with 4-Way Plow & Double Wings	2	Each @	_____	= \$ _____
TOTAL BID PRICE				\$ _____
(Item 1 total + Item 2 total)				

INSTRUCTIONS FOR COMPLETING BID:

Bidder answers “YES” or “NO” to each specification line item except where asked to state specific data. (fill in the blanks). Failure to answer correctly, or failure to respond, may deem your bid as non-responsive.

All line items with a “NO” response, shall be explained next to line item or on a separate sheet. If using separate sheet, reference the line item # and state exceptions.

Chassis/Cab Manufacturer: _____

Chassis/Cab Model Name and Number: _____

Dump Body Manufacturer: _____

Dump Body Model Name and Number: _____

Plow Manufacturer: _____

Plow Model Name and Number: _____

Guaranteed Delivey _____ Calendar Days A/R/O

ITEM 1: 2015 DUMP TRUCK with FOUR-WAY FRONT PLOW:

1. TRUCK CAB AND CHASSIS

1.1 MANUFACTUER / MODEL: International Model SA537 Workstar 7500 (or equal)
Type: SFA 4 x 2 _____ Yes _____ No

1.2 APPLICATION: Front Plow and Wing _____ Yes _____ No

- 1.3 GROSS VEHICLE WEIGHT RATING: GVWR: _____ lbs.
- 1.4 DIMENSIONS: Wheelbase: _____, CA: _____, Axle to Frame: _____
- 1.5 ENGINE: Diesel _____ Yes _____ No
 EPA 2010 Standards _____ Yes _____ No
 _____ HP @ _____ RPM
 _____ lb-ft Torque @ _____ RPM
 _____ RPM Governed Speed

Includes:

- AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) _____ Yes _____ No
- COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control _____ Yes _____ No
- CRUISE CONTROL Electronic; Controls Integral to Steering Wheel _____ Yes _____ No
- ENGINE OIL DRAIN PLUG Magnetic _____ Yes _____ No
- ENGINE SHUTDOWN Electric, Key Operated _____ Yes _____ No
- FUEL FILTER Included with Fuel/Water Separator _____ Yes _____ No
- FUEL/WATER SEPARATOR. Fuel/Water Separator and Fuel Filter in a Single Assembly; with Water-in-Fuel Sensor; Engine Mounted _____ Yes _____ No
- GOVERNOR Electronic _____ Yes _____ No
- OIL FILTER ENGINE Spin-On Type _____ Yes _____ No
- WET TYPE CYLINDER SLEEVES _____ Yes _____ No

- 1.6 TRANSMISSION: Automatic 5th Generation Controls _____ Yes _____ No
- Close Ratio, 6-Speed, with Double Overdrive; On/Off Highway _____ Yes _____ No
 - Includes Oil Level Sensor, with PTO Provision, less Retarder, with 80,000 lb GVW & GCW Max _____ Yes _____ No
- 1.7 CLUTCH: Omit Item (Clutch & Control) _____ Yes _____ No
- 1.8 AXLE, FRONT: Non-driving (Dana Spicer I-200W or equal) Wide Track, I-Beam Type _____ Yes _____ No
- Capacity _____ Lbs.
- If not Dana Spicer I-200W: _____ Make _____ Mode _____
- 1.9 AXLE, REAR: Single (Meritor RS-30-1 85 or equal) Single Reduction, Standard Track T Wheel Ends, Driver Controlled _____ Yes _____ No
- Capacity: _____ Lbs.

Locking Differential Gear Ratio: _____ Ratio

If not Meritor RS-30-1 85: _____ Make _____ Model

Includes Magnetic Drain Plug (1) _____ Yes _____ No

1.10 CAB: Conventional _____ Yes _____ No

Includes:

- ARM REST (2) Molded Plastic; One Each Door _____ Yes _____ No
- CLEARANCE/MARKER LIGHTS (5) Flush Mounted _____ Yes _____ No
- COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window _____ Yes _____ No
- CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel _____ Yes _____ No
- DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens. Timed Theater Dimming, Integral to Console, Center Mounted _____ Yes _____ No
- GLASS, ALL WINDOWS Tinted _____ Yes _____ No
- GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side _____ Yes _____ No
- GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side _____ Yes _____ No
- INTERIOR SHEET METAL Upper Door (Above Window ledge) Painted Exterior Color _____ Yes _____ No
- STEP (4) Two Steps Per Door _____ Yes _____ No

1.11 TIRE, FRONT: (2) 315/80R22.5 XZY-3 486 rev/mile, load range L, 20 ply _____ Yes _____ No

1.12 TIRE, REAR: (4) 12R22.5 G622 RSD 482 rev/mile, load range H, 16 ply _____ Yes _____ No

1.13 SUSPENSION: RR, spring, single Variable Rate; Capacity: _____ Lbs.

Multi-leaf Auxiliary; Capacity: _____ Lbs.

1.14 FRAME REINFORCEMENT: Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312": (274.6 mm x 98.9 mm x 8.0 mm) Or greater _____ Yes _____ No

480.0" (12192 mm) Maximum OAL _____ Yes _____ No

1.15 PAINT: Cab schematic 100 GM location 1: 1675, Beige (Premium) _____ Yes _____ No

1.16 TOW HOOK, FRONT (2) Frame Mounted _____ Yes _____ No

1.17 FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm) _____ Yes _____ No

480.0" (12192 mm) Maximum OAL _____ Yes _____ No

1.18 BUMPER, FRONT Steel, Swept Back, Powder Coated Gray (Argent) Color _____ Yes _____ No

1.19 FRAME EXTENSION, FRONT Integral; with Outer "C" Channel Reinforcement _____ Yes _____ No

Front of Grille _____ Inches

1.20 WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm) or equal _____ Yes _____ No

- 1.21 SPRINGS, FRONT AUXILIARY Rubber Yes No
- 1.22 SUSPENSION, FRONT, SPRING Multi-Stage, Taper leaf, 20,000-lb Capacity, with Shock Absorbers. Spring Pins Rubber Bushings, Maintenance-Free Or equal Yes No
- 1.23 BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Yes No
Includes:
- BRAKE LINES Color and Size Coded Nylon Yes No
 - DRAIN VALVE Twist-Type Yes No
 - DUST SHIELDS, FRONT BRAKE Yes No
 - DUST SHIELDS, REAR BRAKE Yes No
 - GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster Yes No
 - PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel Yes No
 - PARKING BRAKE VALVE For Truck Yes No
 - QUICK RELEASE VALVE Bendix (or equal) on Rear Axle for Spring Brake Release: Yes No
 If not Bendix,: _____ Make
 - SLACK ADJUSTERS, FRONT Automatic Yes No
 - SLACK ADJUSTERS, REAR Automatic Yes No
 - SPRING BRAKE MODULATOR VALVE R-7 or equal Yes No
- 1.24 BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sq. In. Long Stroke Brake Chambers or equal Yes No
- 1.25 TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck Yes No
- 1.26 DRAIN VALVE (Bendix DV-2 or equal) Automatic; with Heater; for Air Tank. Includes drain valve mounted in wet tank Yes No
 If not Bendix DV-2: _____ Make _____ Model
- 1.27 BRAKE SHOES, REAR Cast Yes No
- 1.28 AIR BRAKE ABS (Bendix Anti-Lock Brake System or equal) Full Vehicle Wheel Control System (4-Channel) Yes No
 If not Bendix: _____ Make
- 1.29 AIR DRYER (Bendix AD-IP or equal) With Heater, Air Dryer Location: inside left rail, back of cab Yes No
 If not Bendix AD-IP: _____ Make _____ Model
- 1.30 BRAKE CHAMBERS, FRONT AXLE (Haldex or equal) 24 Sq. In. Yes No
 If not Haldex: _____ Make
- 1.31 BRAKE CHAMBERS, REAR AXLE (Haldex GC3636 or equal) 36/36 Spring Brake Yes No
 If not Haldex GC3636: _____ Make _____ Model
Includes:
- BRAKE CHAMBERS, SPRING (2) Rear Parking; with truck brakes

- with Rear Tandem Axles Less Than 46,000-lb _____ Yes _____ No
- 1.32 BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 36/36 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brakes or equal _____ Yes _____ No
- 1.33 AIR COMPRESSOR (Bendix Tu-Flo750 or equal) 16.5 CFM Capacity _____ Yes _____ No
- If not Bendix Tu-Flo 750: _____ Make _____ Model
- 1.34 STEERING COLUMN Tilting _____ Yes _____ No
- 1.35 STEERING WHEEL 2-Spoke; 18" Diam., Black, Leather Wrapped _____ Yes _____ No
- 1.36 EXHAUST SYSTEM Single, Horizontal, After-treatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard _____ Yes _____ No
- Includes:
- EXHAUST HEIGHT 10' - Based on Empty Chassis with Standard Components (+ or- 1" Height) _____ Yes _____ No
 - MUFFLER/TAIL PIPE GUARD Non-Bright Finish _____ Yes _____ No
- 1.37 TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust _____ Yes _____ No
- 1.38 ELECTRICAL SYSTEM 12-Volt, Standard Equipment _____ Yes _____ No
- Includes:
- BATTERY BOX Steel with Plastic Lid _____ Yes _____ No
 - DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab _____ Yes _____ No
 - FUSES, ELECTRICAL SAE Blade-Type _____ Yes _____ No
 - HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover _____ Yes _____ No
 - HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever _____ Yes _____ No
 - HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels _____ Yes _____ No
 - HORN, ELECTRIC Single _____ Yes _____ No
 - JUMP START STUD Located on Positive Terminal of Outermost Battery _____ Yes _____ No
 - PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light _____ Yes _____ No
 - RUNNING LIGHT (2) Daytime, Included with Headlights _____ Yes _____ No
 - STARTER SWITCH Electric, Key Operated _____ Yes _____ No
 - STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector _____ Yes _____ No
 - TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for tractors, with Lane Change Feature _____ Yes _____ No
 - TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted _____ Yes _____ No
 - WINDSHIELD WIPER SWITCH 2-Speed with Wash and intermittent Feature (5 Pre-set Delays), Integral with Turn Signal Lever _____ Yes _____ No
 - WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted _____ Yes _____ No
 - WIRING; CHASSIS Color Coded and Continuously Numbered _____ Yes _____ No
- 1.39 POWER SUPPLY 12-Volt Power Supply _____ Yes _____ No
- 1.40 HORN, ELECTRIC (2) _____ Yes _____ No

- 1.41 ALTERNATOR (Leece-Neville AVI160P2013 or equal) Brush Type; 12 Volt 160 Amp Capacity, Pad Mount, with Remote Sense _____ Yes _____ No
 If not Leece-Neville AVI160P2013: _____ Make _____ Model
- 1.42 BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn _____ Yes _____ No
- 1.43 BATTERY SYSTEM Maintenance-Free,(3) 12-Volt 1950CCA Total _____ Yes _____ No
- 1.44 RADIO AM/FM, Multiple Speakers, Includes Auxiliary Input _____ Yes _____ No
- Includes:
- SPEAKERS IN CAB (2) Dual Cone with Deluxe Interior _____ Yes _____ No
 - SPEAKERS IN CAB (4) Coaxial with Premium Interior _____ Yes _____ No
- 1.45 BACK-UP ALARM Electric, 102 dBA _____ Yes _____ No
- 1.46 AUXILIARY HARNESS 3.0' -for Auxiliary Front Head Lights and Turn Signals for front Plow Applications _____ Yes _____ No
- 1.47 TRAILER CONNECTION SOCKET 7-Way; Mounted at rear of Frame, wired for Turn Signals Combined with Stop, Compatible with Trailers That Use Combined Stop, Tail, Turn Lamps _____ Yes _____ No
- 1.48 BATTERY BOX Steel, with Fiberglass.Cover, 35" Back of Cab, Mounted left Side Perpendicular to Frame Rail _____ Yes _____ No
- 1.49 HEADLIGHTS Long Life Halogen; for Two Light System _____ Yes _____ No
- 1.50 TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps except Back- up Lights _____ Yes _____ No
- 1.51 STARTING MOTOR 12 Volt; less Thermal Over-Crank Protection _____ Yes _____ No
- 1.52 HORN, AIR (2) Single Tone _____ Yes _____ No
- 1.53 INDICATOR, LOW COOLANT LEVEL with Audible Alarm _____ Yes _____ No
- 1.54 CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses _____ Yes _____ No
- 1.55 FENDER EXTENSIONS Rubber _____ Yes _____ No
- 1.56 HOOD, HATCH (01) for Servicing _____ Yes _____ No
- 1.57 GRILLE Stationary _____ Yes _____ No
- 1.58 FRONT END Tilting, Fiberglass, with Three Piece Construction; for 2007 & 2010 Emissions _____ Yes _____ No
- 1.59 PAINT SCHEMATIC, PT-1 Single Color, Design 100. Includes ID Letters "GM" _____ Yes _____ No
- 1.60 PAINT TYPE Base Coat/Clear Coat, 1-2 Tone _____ Yes _____ No
- 1.61 PAINT CLASS Premium Color _____ Yes _____ No
- 1.62 OIL FILTER, ENGINE Spinner _____ Yes _____ No

- 1.63 PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted Yes No
- 1.64 BLOCK HEATER, ENGINE 20 Volt / 1250 Watt Yes No
- Includes:
- BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door Yes No
- 1.65 FAN DRIVE (Horton Drivemaster Polar Extreme or equal) Direct Drive Type, Two Speed, with Residual Torque Device for Disengaged Fan Speed. Includes fan nylon Yes No
- If not Horton DM Polar Extreme: _____ Make _____ Model
- 1.66 RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1663 Sq. In. Core and 885 Sq. In. Charge. Air Cooler and 470 Sq. In. low Temperature Radiator Down Flow Yes No
- Includes:
- DE-AERATION SYSTEM with Surge Tank Yes No
 - HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps Yes No
 - RADIATOR HOSES Premium, Rubber Yes No
- 1.67 FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014 Yes No
- 1.68 AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab control. Includes Gauge, Air Cleaner Restriction Air Cleaner Mounted Yes No
- 1.69 THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel Yes No
- 1.70 OIL COOLER, AUTO TRANSMISSION Water to Oil, for Allison or CEEMAT Transmission (or equal) Yes No
- 1.71 TRANSMISSION SHIFT CONTROL Push-Button Type; for Allison 3000 & 4000 Series Transmission (or equal) Yes No
- 1.72 TRANSMISSION OIL Synthetic; 29 thru 42 Pints Yes No
- 1.73 ALLISON (or equal) SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction Yes No
- If not Allison: _____ Make
- 1.74 TRANSMISSION TCM LOCATION Located Inside Cab Yes No
- 1.75 SHIFT CONTROL PARAMETERS Allison (or equal) Load Based Shift Schedules Yes No
- If not Allison: _____ Make
- 1.76 FUEL WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor Yes No
- 1.77 FUEL TANK Top Draw; D Style, Non Polished Aluminum, 303 L Capacity 23.0" Tank Depth, Mounted left Side Under Cab Yes No

- Tank Capacity _____ Gallons
- 1.78 GAUGE CLUSTER English with English Electronic Speedometer _____ Yes _____ No
- Includes:
- GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid level _____ Yes _____ No
 - ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout _____ Yes _____ No
 - WARNING SYSTEM low Fuel, Low Oil Pressure, High Engine Coolant Temp, And Low Battery Voltage (Visual and Audible) _____ Yes _____ No
- 1.79 GAUGE, OIL TEMP, ALLISON (or equal) TRAN _____ Yes _____ No
- If not Allison: _____ Make
- 1.80 IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster _____ Yes _____ No
- 1.81 SEAT, DRIVER Air Suspension, High Back with Integral Headrest, Vinyl, Isolator. 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust. Includes SEAT BELT 3-Point, Lap and Shoulder Belt Type _____ Yes _____ No
- 1.82 MIRRORS (2) Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 104" or less Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms _____ Yes _____ No
- 1.83 GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar _____ Yes _____ No
- 1.84 SEAT, PASSENGER Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl _____ Yes _____ No
- 1.85 WINDSHIELD Heated, Single Piece _____ Yes _____ No
- 1.86 AIR CONDITIONER with Integral Heater & Defroster _____ Yes _____ No
- Includes:
- HEATER HOSES Premium _____ Yes _____ No
 - HOSE CLAMPS, HEATER HOSE Constant Tension Clamp _____ Yes _____ No
 - REFRIGERANT Hydrofluorocarbon HFC-134A _____ Yes _____ No
- 1.87 INSTRUMENT PANEL Center Section, Flat Panel _____ Yes _____ No
- 1.88 HVAC FRESH AIR FILTER _____ Yes _____ No
- 1.89 STORAGE POCKETS (2), Door, Full Width; Mounted on Passenger & Driver Doors _____ Yes _____ No
- 1.90 CAB INTERIOR TRIM Deluxe _____ Yes _____ No
- Includes:
- "A" PILLAR COVER Molded Plastic _____ Yes _____ No
 - CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height;

All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two--Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void

___ Yes ___ No

- CONSOLE, OVERHEAD Molded Plastic; with Dual Storage Pockets with Retainer Nets and CB Radio Pocket

___ Yes ___ No

- DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
- FLOOR COVERING Rubber, Black
- HEADLINER Soft Padded Cloth
- INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
- SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

___ Yes ___ No

1.91 CAB REAR SUSPENSION Air Bag Type

___ Yes ___ No

1.92 MIRROR, CONVEX, HOOD MOUNTED (2) for Left and Right Sides 7.44" Sq.

___ Yes ___ No

1.93 WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With 500" Thick Disc, Non-Standard Offset and Steel Hubs.

___ Yes ___ No

1.94 WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 5 Hand Hole. 10 Stud (285.75 MM BC) Hub Piloted, Flanged Nut, Metric Mount 9.00 DC Rims with Steel Hubs.

___ Yes ___ No

1.95 PAINT IDENTITY, FRONT WHEELS (Accuride or equal) Disc Front Wheels; with Vendor Applied White Powder Coat Paint (PKWHT21 or equal)

___ Yes ___ No

1.96 PAINT IDENTITY, REAR WHEELS (Accuride or equal) Disc Rear Wheels; with Vendor Applied White Powder Coat Paint (PKWHT21 or equal)

___ Yes ___ No

2. ITEM 1: DUMP TRUCK BODY

2.1 10' Air-Flo Pro-Max (or equal) mild steel dump body

___ Yes ___ No

If not Air-Flo Pro-Max: _____ Make _____ Model

2.2 Capacity: 6 yard

___ Yes ___ No

2.3 Side Height: 28"

___ Yes ___ No

2.4 Gate Height: 38"

___ Yes ___ No

2.5 Double acting sub-frame hoist

___ Yes ___ No

2.6 Bolt-on spreader apron

___ Yes ___ No

2.7 Carbon steel construction

___ Yes ___ No

2.8 Painted and undercoated

___ Yes ___ No

2.9 Three (3) coal chutes installed in the rear gate

___ Yes ___ No

2.10 Street side entry ladder

___ Yes ___ No

2.11 Amber LED flashers in rear post wired to factory up-fitter switch

___ Yes ___ No

- 2.12 LED bodylights Yes No
- 2.13 Mud flaps In front of and behind rear drive axle Yes No
- 2.14 Manual tailgate Yes No
- 2.15 Wausau model 225C (or equal) low mount snowplow hitch Yes No
 If not Wausau 225C: _____ Make _____ Model
- 2.16 Side plate hitch w/ ½" side plates Yes No
- 2.17 Telescopic lift arm (collapsible and stowable, 5" double acting lift cylinder) Yes No
- 2.18 "Z" brackets and angle braces and drive ears on 30½" centers Yes No

3. ITEM 1: PLOW: FOUR-WAY FRONT PLOW

- 3.1 Wausau model HSS4211H (or equal) steel trip edge plow Yes No
 If not Wausau HSS4211H: _____ Make _____ Model
- 3.2 Length: 11' Yes No
- 3.3 Height: 42" Yes No
- 3.4 8 gauge steel moldboard construction Yes No
- 3.5 ½" x 8" x 11' reversible cutting edge Yes No
- 3.6 Rubber deflector Yes No
- 3.7 Ram reverse drive frame w/ single acting cylinders, three chain life and oscillating drive bar w/ ears on 30½" centers. Yes No
- 3.8 Paint: Plow: standard yellow-----Hitch: black Yes No

4. ITEM 1: Installation

- 4.1 ½" custom steel pintle plate Yes No
- 4.2 20 ton swivel pintle with 7 pole tractor plug and safety d-rings Yes No
- 4.3 Tandem gear pump direct mounted to cable shift power take off to be installed and powered from crankshaft of engine via flange yoke, u-joints, telescopic driveline and end yoke, incorporated into front snowplow hitch. Yes No
- 4.4 All hydraulic functions are to be controlled via steel core cable and manual shift levers installed in cab. Yes No
- 4.5 Hydraulic reservoir, in-line return filter and positive stop ball valve with hydraulic control valves mounted on top of hydraulic reservoir. Yes No
- 4.6 Manual dual flow control valve shall be mounted in cab to control conveyor and spinner output. Yes No

4.7 There shall be hoses run to the rear of the chassis with hydraulic disconnects to operate agency's existing spreader. ___Yes___No

ITEM 2: 2015 DUMP TRUCK with FOUR-WAY FRONT PLOW and DOUBLE WINGS

1. TRUCK CAB AND CHASSIS

1.1 MANUFACTUER / MODEL: International Model SA537 Workstar 7500 (or equal)
 Type: SFA 4 x 2 ___Yes___No

1.2 APPLICATION: Front Plow and Wing ___Yes___No

1.3 GROSS VEHICLE WEIGHT RATING: GVWR: _____ lbs.

1.4 DIMENSIONS: Wheelbase: _____, CA: _____, Axle to Frame: _____

1.5 ENGINE: Diesel ___Yes___No
 EPA 2010 Standards ___Yes___No
 _____ HP @ _____ RPM
 _____ lb-ft Torque @ _____ RPM
 _____ RPM Governed Speed

Includes:

- AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) ___Yes___No
- COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control ___Yes___No
- CRUISE CONTROL Electronic; Controls Integral to Steering Wheel ___Yes___No
- ENGINE OIL DRAIN PLUG Magnetic ___Yes___No
- ENGINE SHUTDOWN Electric, Key Operated ___Yes___No
- FUEL FILTER Included with Fuel/Water Separator ___Yes___No
- FUEL/WATER SEPARATOR.Fuel/Water Separator and Fuel Filter in a Single Assembly; with Water-in-Fuel Sensor; Engine Mounted ___Yes___No
- GOVERNOR Electronic ___Yes___No
- OIL FILTER ENGINE Spin-On Type ___Yes___No
- WET TYPE CYLINDER SLEEVES ___Yes___No

1.6 TRANSMISSION: Automatic 5th Generation Controls ___Yes___No

- Close Ratio, 6-Speed, with Double Overdrive; On/Off Highway ___Yes___No
- Includes Oil Level Sensor, with PTO Provision, less Retarder, with 80,000 lb GVW & GCW Max ___Yes___No

- 1.7 CLUTCH: Omit Item (Clutch & Control) Yes No
- 1.8 AXLE, FRONT: Non-driving (Dana Spicer I-200W or equal) Wide Track, I-Beam Type Yes No
 Capacity _____ Lbs.
 If not Dana Spicer I-200W: _____ Make _____ Mode
- 1.9 AXLE, REAR: Single (Meritor RS-30-1 85 or equal) Single Reduction, Standard Track T Wheel Ends, Driver Controlled Yes No
 Capacity: _____ Lbs.
 Locking Differential Gear Ratio: _____ Ratio
 If not Meritor RS-30-1 85: _____ Make _____ Model
 Includes Magnetic Drain Plug (1) Yes No
- 1.10 CAB: Conventional Yes No
Includes:
- ARM REST (2) Molded Plastic; One Each Door Yes No
 - CLEARANCE/MARKER LIGHTS (5) Flush Mounted Yes No
 - COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window Yes No
 - CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel Yes No
 - DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens. Timed Theater Dimming, Integral to Console, Center Mounted Yes No
 - GLASS, ALL WINDOWS Tinted Yes No
 - GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side Yes No
 - GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side Yes No
 - INTERIOR SHEET METAL Upper Door (Above Window ledge) Painted Exterior Color Yes No
 - STEP (4) Two Steps Per Door Yes No
- 1.11 TIRE, FRONT: (2) 315/80R22.5 XZY-3 486 rev/mile, load range L, 20 ply Yes No
- 1.12 TIRE, REAR: (4) 12R22.5 G622 RSD 482 rev/mile, load range H, 16 ply Yes No
- 1.13 SUSPENSION: RR, spring, single Variable Rate; Capacity: _____ Lbs.
 Multi-leaf Auxiliary; Capacity: _____ Lbs.
- 1.14 FRAME REINFORCEMENT: Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312": (274.6 mm x 98.9 mm x 8.0 mm) Or greater Yes No
 480.0" (12192 mm) Maximum OAL Yes No
- 1.15 PAINT: Cab schematic 100 GM location 1: 1675, Beige (Premium) Yes No
- 1.16 TOW HOOK, FRONT (2) Frame Mounted Yes No

- 1.17 FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm) Yes No
 480.0" (12192 mm) Maximum OAL Yes No
- 1.18 BUMPER, FRONT Steel, Swept Back, Powder Coated Gray (Argent) Color Yes No
- 1.19 FRAME EXTENSION, FRONT Integral; with Outer "C" Channel Reinforcement Yes No
 Front of Grille Inches
- 1.20 WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm) or equal Yes No
- 1.21 SPRINGS, FRONT AUXILIARY Rubber Yes No
- 1.22 SUSPENSION, FRONT, SPRING Multi-Stage, Taper leaf, 20,000-lb Capacity, with Shock Absorbers. Spring Pins Rubber Bushings, Maintenance-Free Or equal Yes No
- 1.23 BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Yes No
Includes:
- BRAKE LINES Color and Size Coded Nylon Yes No
 - DRAIN VALVE Twist-Type Yes No
 - DUST SHIELDS, FRONT BRAKE Yes No
 - DUST SHIELDS, REAR BRAKE Yes No
 - GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster Yes No
 - PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel Yes No
 - PARKING BRAKE VALVE For Truck Yes No
 - QUICK RELEASE VALVE Bendix (or equal) on Rear Axle for Spring Brake Release: Yes No
 If not Bendix,: _____ Make
 - SLACK ADJUSTERS, FRONT Automatic Yes No
 - SLACK ADJUSTERS, REAR Automatic Yes No
 - SPRING BRAKE MODULATOR VALVE R-7 or equal Yes No
- 1.24 BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sq. In. Long Stroke Brake Chambers or equal Yes No
- 1.25 TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck Yes No
- 1.26 DRAIN VALVE (Bendix DV-2 or equal) Automatic; with Heater; for Air Tank. Includes drain valve mounted in wet tank Yes No
 If not Bendix DV-2: _____ Make _____ Model
- 1.27 BRAKE SHOES, REAR Cast Yes No
- 1.28 AIR BRAKE ABS (Bendix Anti-Lock Brake System or equal) Full Vehicle Wheel Control System (4-Channel) Yes No
 If not Bendix: _____ Make
- 1.29 AIR DRYER (Bendix AD-IP or equal) With Heater, Air Dryer Location: inside left rail, back of cab Yes No

If not Bendix AD-IP: _____ Make _____ Model

1.30 BRAKE CHAMBERS, FRONT AXLE (Haldex or equal) 24 Sq. In. _____ Yes _____ No

If not Haldex: _____ Make

1.31 BRAKE CHAMBERS, REAR AXLE (Haldex GC3636 or equal) 36/36 Spring Brake _____ Yes _____ No

If not Haldex GC3636: _____ Make _____ Model

Includes:

- BRAKE CHAMBERS, SPRING (2) Rear Parking; with truck brakes with Rear Tandem Axles Less Than 46,000-lb _____ Yes _____ No

1.32 BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 36/36 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brakes or equal _____ Yes _____ No

1.33 AIR COMPRESSOR (Bendix Tu-Flo750 or equal) 16.5 CFM Capacity _____ Yes _____ No

If not Bendix Tu-Flo 750: _____ Make _____ Model

1.34 STEERING COLUMN Tilting _____ Yes _____ No

1.35 STEERING WHEEL 2-Spoke; 18" Diam., Black, Leather Wrapped _____ Yes _____ No

1.36 EXHAUST SYSTEM Single, Horizontal, After-treatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard _____ Yes _____ No

Includes:

- EXHAUST HEIGHT 10' - Based on Empty Chassis with Standard Components (+ or- 1" Height) _____ Yes _____ No
- MUFFLER/TAIL PIPE GUARD Non-Bright Finish _____ Yes _____ No

1.37 TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust _____ Yes _____ No

1.38 ELECTRICAL SYSTEM 12-Volt, Standard Equipment _____ Yes _____ No

Includes:

- BATTERY BOX Steel with Plastic Lid _____ Yes _____ No
- DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab _____ Yes _____ No
- FUSES, ELECTRICAL SAE Blade-Type _____ Yes _____ No
- HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover _____ Yes _____ No
- HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever _____ Yes _____ No
- HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels _____ Yes _____ No
- HORN, ELECTRIC Single _____ Yes _____ No
- JUMP START STUD Located on Positive Terminal of Outermost Battery _____ Yes _____ No
- PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light _____ Yes _____ No
- RUNNING LIGHT (2) Daytime, Included with Headlights _____ Yes _____ No
- STARTER SWITCH Electric, Key Operated _____ Yes _____ No
- STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector _____ Yes _____ No

- TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for tractors, with Lane Change Feature ____ Yes ____ No
 - TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted ____ Yes ____ No
 - WINDSHIELD WIPER SWITCH 2-Speed with Wash and intermittent Feature (5 Pre-set Delays), Integral with Turn Signal Lever ____ Yes ____ No
 - WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted ____ Yes ____ No
 - WIRING; CHASSIS Color Coded and Continuously Numbered ____ Yes ____ No
- 1.39 POWER SUPPLY 12-Volt Power Supply ____ Yes ____ No
- 1.40 HORN, ELECTRIC (2) ____ Yes ____ No
- 1.41 ALTERNATOR (Leece-Neville AVI160P2013 or equal) Brush Type; 12 Volt 160 Amp Capacity, Pad Mount, with Remote Sense ____ Yes ____ No
- If not Leece-Neville AVI160P2013: _____ Make _____ Model
- 1.42 BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn ____ Yes ____ No
- 1.43 BATTERY SYSTEM Maintenance-Free,(3) 12-Volt 1950CCA Total ____ Yes ____ No
- 1.44 RADIO AM/FM, Multiple Speakers, Includes Auxiliary Input ____ Yes ____ No
- Includes:
- SPEAKERS IN CAB (2) Dual Cone with Deluxe Interior ____ Yes ____ No
 - SPEAKERS IN CAB (4) Coaxial with Premium Interior ____ Yes ____ No
- 1.45 BACK-UP ALARM Electric, 102 dBA ____ Yes ____ No
- 1.46 AUXILIARY HARNESS 3.0' -for Auxiliary Front Head Lights and Turn Signals for front Plow Applications ____ Yes ____ No
- 1.47 TRAILER CONNECTION SOCKET 7-Way; Mounted at rear of Frame, wired for Turn Signals Combined with Stop, Compatible with Trailers That Use Combined Stop, Tail, Turn Lamps ____ Yes ____ No
- 1.48 BATTERY BOX Steel, with Fiberglass.Cover, 35" Back of Cab, Mounted left Side Perpendicular to Frame Rail ____ Yes ____ No
- 1.49 HEADLIGHTS Long Life Halogen; for Two Light System ____ Yes ____ No
- 1.50 TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps except Back- up Lights ____ Yes ____ No
- 1.51 STARTING MOTOR 12 Volt; less Thermal Over-Crank Protection ____ Yes ____ No
- 1.52 HORN, AIR (2) Single Tone ____ Yes ____ No
- 1.53 INDICATOR, LOW COOLANT LEVEL with Audible Alarm ____ Yes ____ No
- 1.54 CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses ____ Yes ____ No
- 1.55 FENDER EXTENSIONS Rubber ____ Yes ____ No

- 1.56 HOOD, HATCH (01) for Servicing _____ Yes ___ No
- 1.57 GRILLE Stationary _____ Yes ___ No
- 1.58 FRONT END Emissions Tilting, Fiberglass, with Three Piece Construction; for 2007 & 2010 _____ Yes ___ No
- 1.59 PAINT SCHEMATIC, PT-1 Single Color, Design 100. Includes ID Letters "GM" _____ Yes ___ No
- 1.60 PAINT TYPE Base Coat/Clear Coat, 1-2 Tone _____ Yes ___ No
- 1.61 PAINT CLASS Premium Color _____ Yes ___ No
- 1.62 OIL FILTER, ENGINE Spinner _____ Yes ___ No
- 1.63 PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted _____ Yes ___ No
- 1.64 BLOCK HEATER, ENGINE 20 Volt / 1250 Watt _____ Yes ___ No
- Includes:
- BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door _____ Yes ___ No
- 1.65 FAN DRIVE (Horton Drivemaster Polar Extreme or equal) Direct Drive Type, Two Speed, with Residual Torque Device for Disengaged Fan Speed. Includes fan nylon _____ Yes ___ No
- If not Horton DM Polar Extreme: _____ Make _____ Model
- 1.66 RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1663 Sq. In. Core and 885 Sq. In. Charge. Air Cooler and 470 Sq. In. low Temperature Radiator Down Flow _____ Yes ___ No
- Includes:
- DE-AERATION SYSTEM with Surge Tank _____ Yes ___ No
 - HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps _____ Yes ___ No
 - RADIATOR HOSES Premium, Rubber _____ Yes ___ No
- 1.67 FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014 _____ Yes ___ No
- 1.68 AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab control. Includes Gauge, Air Cleaner Restriction Air Cleaner Mounted _____ Yes ___ No
- 1.69 THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel _____ Yes ___ No
- 1.70 OIL COOLER, AUTO TRANSMISSION Water to Oil, for Allison or CEEMAT Transmission (or equal) _____ Yes ___ No
- 1.71 TRANSMISSION SHIFT CONTROL Push-Button Type; for Allison 3000 & 4000 Series Transmission (or equal) _____ Yes ___ No
- 1.72 TRANSMISSION OIL Synthetic; 29 thru 42 Pints _____ Yes ___ No
- 1.73 ALLISON (or equal) SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction _____ Yes ___ No

- If not Allison: _____ Make
- 1.74 TRANSMISSION TCM LOCATION Located Inside Cab ____ Yes ____ No
- 1.75 SHIFT CONTROL PARAMETERS Allison (or equal) Load Based Shift Schedules ____ Yes ____ No
- If not Allison: _____ Make
- 1.76 FUEL WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor ____ Yes ____ No
- 1.77 FUEL TANK Top Draw; D Style, Non Polished Aluminum, 303 L Capacity 23.0" Tank Depth, Mounted left Side Under Cab ____ Yes ____ No
- Tank Capacity _____ Gallons
- 1.78 GAUGE CLUSTER English with English Electronic Speedometer ____ Yes ____ No
- Includes:
- GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid level ____ Yes ____ No
 - ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout ____ Yes ____ No
 - WARNING SYSTEM low Fuel, Low Oil Pressure, High Engine Coolant Temp, And Low Battery Voltage (Visual and Audible) ____ Yes ____ No
- 1.79 GAUGE, OIL TEMP, ALLISON (or equal) TRAN ____ Yes ____ No
- If not Allison: _____ Make
- 1.80 IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster ____ Yes ____ No
- 1.81 SEAT, DRIVER Air Suspension, High Back with Integral Headrest, Vinyl, Isolator. 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust. Includes SEAT BELT 3-Point, Lap and Shoulder Belt Type ____ Yes ____ No
- 1.82 MIRRORS (2) Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 104" or less Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms ____ Yes ____ No
- 1.83 GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar ____ Yes ____ No
- 1.84 SEAT, PASSENGER Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl ____ Yes ____ No
- 1.85 WINDSHIELD Heated, Single Piece ____ Yes ____ No
- 1.86 AIR CONDITIONER with Integral Heater & Defroster ____ Yes ____ No
- Includes:
- HEATER HOSES Premium ____ Yes ____ No
 - HOSE CLAMPS, HEATER HOSE Constant Tension Clamp ____ Yes ____ No

- REFRIGERANT Hydrofluorocarbon HFC-134A ___Yes___No
- 1.87 INSTRUMENT PANEL Center Section, Flat Panel ___Yes___No
- 1.88 HVAC FRESH AIR FILTER ___Yes___No
- 1.89 STORAGE POCKETS (2), Door, Full Width; Mounted on Passenger & Driver Doors ___Yes___No
- 1.90 CAB INTERIOR TRIM Deluxe ___Yes___No
 - Includes:
 - "A" PILLAR COVER Molded Plastic ___Yes___No
 - CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two--Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void ___Yes___No
 - CONSOLE, OVERHEAD Molded Plastic; with Dual Storage Pockets with Retainer Nets and CB Radio Pocket ___Yes___No
 - DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors ___Yes___No
 - FLOOR COVERING Rubber, Black ___Yes___No
 - HEADLINER Soft Padded Cloth ___Yes___No
 - INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section ___Yes___No
 - SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console ___Yes___No
- 1.91 CAB REAR SUSPENSION Air Bag Type ___Yes___No
- 1.92 MIRROR, CONVEX, HOOD MOUNTED (2) for Left and Right Sides 7.44" Sq. ___Yes___No
- 1.93 WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With 500" Thick Disc, Non-Standard Offset and Steel Hubs. ___Yes___No
- 1.94 WHEELS, REAR DUAL DISC: 22.5" Painted Steel, 5 Hand Hole. 10 Stud (285.75 MM BC) Hub Piloted, Flanged Nut, Metric Mount 9.00 DC Rims with Steel Hubs. ___Yes___No
- 1.95 PAINT IDENTITY, FRONT WHEELS (Accuride or equal) Disc Front Wheels; with Vendor Applied White Powder Coat Paint (PKWHT21 or equal) ___Yes___No
- 1.96 PAINT IDENTITY, REAR WHEELS (Accuride or equal) Disc Rear Wheels; with Vendor Applied White Powder Coat Paint (PKWHT21 or equal) ___Yes___No

2. ITEM 2: DUMP TRUCK BODY

- 2.1 10' Air-Flo Pro-Max (or equal) mild steel dump body ___Yes___No
 If not Air-Flo Pro-Max: _____ Make _____ Model
- 2.2 Capacity: 6 yard ___Yes___No
- 2.3 Side Height: 28" ___Yes___No

- 2.4 Gate Height: 38" ___ Yes ___ No
- 2.5 Double acting sub-frame hoist
- 2.6 Bolt-on spreader apron ___ Yes ___ No
- 2.7 Carbon steel construction ___ Yes ___ No
- 2.8 Painted and undercoated ___ Yes ___ No
- 2.9 Three (3) coal chutes installed in the rear gate ___ Yes ___ No
- 2.10 Street side entry ladder ___ Yes ___ No
- 2.11 Amber LED flashers in rear post wired to factory up-fitter switch ___ Yes ___ No
- 2.12 LED bodylights ___ Yes ___ No
- 2.13 Mud flaps In front of and behind rear drive axle ___ Yes ___ No
- 2.14 Manual tailgate ___ Yes ___ No
- 2.15 Wausau (or equal) power-tilt front hitch w/ ½" side plates ___ Yes ___ No
If not Wausau: _____ Make
- 2.16 4"x10" double acting lift cylinder ___ Yes ___ No
- 2.17 "Z" brackets and angle braces ___ Yes ___ No
- 2.18 Plow mounting ears on 30½" centers ___ Yes ___ No

3. ITEM 2: PLOW: FOUR-WAY FRONT PLOW WITH DOUBLE WINGS

- 3.1 Wausau model HSS4211H (or equal) steel trip edge plow ___ Yes ___ No
If not Wausau HSS4211H: _____ Make _____ Model
- 3.2 Length: 11' ___ Yes ___ No
- 3.3 Height: 42"
- 3.4 8 gauge steel moldboard construction ___ Yes ___ No
- 3.5 ½" x 8" x 11' reversible cutting edge ___ Yes ___ No
- 3.6 Rubber deflector
- 3.7 Ram reverse drive frame w/ single acting cylinders, three chain life and oscillating drive bar w/ ears on 30½" centers. ___ Yes ___ No
- 3.8 Paint: Plow: standard yellow---Hitch: black
- 3.9 Top and bottom front post hitch support system for double wing system ___ Yes ___ No
- 3.10 Right-hand and left-hand front wing posts (62" lift) w/ 3" x 31" double acting cylinders and full trip dees. ___ Yes ___ No

3.11 Wausau Model SPW-RERP (or equal) dual full leveling wing assembly w/12" x 25 lb. channel rear beams w/ 5"x18" single acting rear wing lift cylinders and 3½" x 34" double acting slide cylinders, valve enclosure and 50 gallon reservoir. ___ Yes ___ No

If not Wausau SPW-RERP: _____ Make _____ Model

3.12 Wausau model SPW12RH (or equal), 12' overall length, 8 gauge right hand wing moldboard. ___ Yes ___ No

If not Wausau SPW12RH: _____ Make _____ Model

- 27" front height, 36" discharge height ___ Yes ___ No

- 4" x 4" x ¾" backer angle, 2½" x 2" x ⅜" top angle and a 3 ½" x 3 ½" x ⅜" horizontal reinforcement and ½" x 8" x 132" reversible steel cutting edge AASHO punched ___ Yes ___ No

- Full trip wing braces with 2½" solids. ___ Yes ___ No

3.13 Wausau model SPW12LH (or equal), 12' overall length, 8 gauge left hand wing moldboard. ___ Yes ___ No

If not Wausau SPW12LH: _____ Make _____ Model

- 27" front height, 36" discharge height ___ Yes ___ No

- 4" x 4" x ¾" backer angle, 2½" x 2" x ⅜" top angle and a 3 ½" x 3 ½" x ⅜" horizontal reinforcement and ½" x 8" x 132" reversible steel cutting edge AASHO punched ___ Yes ___ No

- Full trip wing braces with 2½" solids. ___ Yes ___ No

4. ITEM 2: Installation

4.1 ½" custom steel pintle plate ___ Yes ___ No

4.2 20 ton swivel pintle with 7 pole tractor plug and safety d-rings ___ Yes ___ No

4.3 Tandem gear pump direct mounted to cable shift power take off to be installed and powered from crankshaft of engine via flange yoke, u-joints, telescopic driveline and end yoke, incorporated into front snowplow hitch. ___ Yes ___ No

4.4 All hydraulic functions are to be controlled via steel core cable and manual shift levers installed in cab. ___ Yes ___ No

4.5 In-line return filter and positive stop ball valve with hydraulic control valves mounted In rear wing cabinet enclosure. ___ Yes ___ No

4.6 Manual dual flow control valve shall be mounted in cab to control conveyor and spinner output. ___ Yes ___ No

4.7 There shall be hoses run to the rear of the chassis with hydraulic disconnects to operate agency's existing spreader. ___ Yes ___ No

BID SIGNATURE PAGE

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), and State Finance Law §139-d, §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate.**

Legal Business Name of Company Bidding:				
D/B/A - Doing Business As (if applicable):				
Address	Street	City	State	Zip
NYS Vendor Identification Number (see NYS vendor file registration clause): _____				
Federal Tax Identification Number (do not use social security number): _____				
If applicable, place an “x” next to each that apply:		Vendor Responsibility Questionnaire		
_____ Small Business		Filed Online: _____ Yes _____ No		
_____ Minority-owned Business Enterprise (MBE)		Product Manufactured in New York State		
_____ Woman-owned Business Enterprise (WBE)		_____ Yes _____ No		
Company Contact Name :		Phone #:		
Contact Email Address:		Company Website Address:		
Email Address Receiving Purchase Order (if differs from one above):				
Bidder’s Signature:		Printed or Typed Name:		
Date:		Title:		

ATTACHMENT 2

REQUIRED FORMS / CERTIFICATIONS

- MANUFACTURERS CERTIFICATES (3)**
- LOBBY LAW DISCLOSURE / CERTIFICATION**
- ST-220-CA TAX DEPT-- AGENCY CERTIFICATION ****
(ST-220-TD form can be mailed directly to Tax Dept.)
- NEW YORK STATE REQUIRED CERTIFICATIONS**
(MacBride Fair Principles, Non-Collusive Bidding, Diesel Emissions)
- NEW YORK STATE BUSINESS USE FORM**
- INSURANCE DOCUMENTS ****
(Liability and Workers Comp and Disability Insurance Proof)
(see clause 5.3 for acceptable form numbers)
- EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN**
(see clause 5.5 for link to form-EEO-100)
- MWBE UTILIZATION PLAN**
(see clause 5.5 for link to form-MWBE-100)
- VENDOR RESPONSIBILITY QUESTIONNAIRE**
(see clause 5.13 for link to Vendrep System)

**** NOTE: On Insurance & tax forms, site this agency/address as entity requiring:**

NYS Office of General Services
Fleet Management Unit
State Campus Bldg. 18
Albany, NY 12226

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 "MINIMUM QUALIFICATIONS" clause.)

BIDDER'S COMPANY NAME: _____

ADDRESS: _____

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 above an authorized distributor? _____ Yes _____ No
- 2. Do you as a manufacturer agree to supply the bidder / distributor with the **Truck Cab/Chassis specified within IFB-0024?** _____ Yes _____ No

MANUFACTURER'S COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _

E-MAIL ADDRESS: _____

PRINTED OR TYPED NAME OF REPRESENTATIVE

SIGNATURE OF AUTHORIZED
MANUFACTURER'S REPRESENTATIVE

DATE

* * * * *

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 "MINIMUM QUALIFICATIONS" clause.)

BIDDER'S COMPANY NAME: _____

ADDRESS: _____

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 above an authorized distributor? _____ Yes _____ No
- 2. Do you as a manufacturer agree to supply the bidder / distributor with the **Dump Truck Bodies specified within IFB-0024?** _____ Yes _____ No

MANUFACTURER'S COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PRINTED OR TYPED NAME OF REPRESENTATIVE

SIGNATURE OF AUTHORIZED
MANUFACTURER'S REPRESENTATIVE

DATE

* * * * *

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 "MINIMUM QUALIFICATIONS" clause.)

BIDDER'S COMPANY NAME: _____

ADDRESS: _____

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 above an authorized distributor? _____ Yes _____ No
- 2. Do you as a manufacturer agree to supply the bidder / distributor with the **Plows specified within IFB-0024?** _____ Yes _____ No

MANUFACTURER'S COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _

E-MAIL ADDRESS: _____

PRINTED OR TYPED NAME OF REPRESENTATIVE

SIGNATURE OF AUTHORIZED
MANUFACTURER'S REPRESENTATIVE

DATE

* * * * *

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. 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?

No ___ Yes ___

If yes, please answer the next questions:

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

No ___ Yes ___

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No ___ Yes ___

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other 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?

No ___ Yes ___

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____
Signature

Date: _____

**Offerer's Certification of Compliance
with State Finance Law §139-k(5)**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

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

ST-220-TD

(6/06)



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)

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	Contract number or description		Estimated contract value over the full term of the contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

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.

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; 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
	To order forms and publications:	1 800 462-8100
	Sales Tax Information Center:	1 800 462-8100
	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.	

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.

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)

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	\$
Covered agency address		Covered agency telephone number

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:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. 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).

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF : }
COUNTY OF : } SS.:

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
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
To order forms and publications: 1 800 462-8100
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.

NYS Required Certifications

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):

1. have business operations in Northern Ireland No Yes , and if yes:

2. 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 nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other 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 his or her 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.

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 to 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 §139-d(1)(b).

DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law §19-0323 of the (“the Law”) it is 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. 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.

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. 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 6 NYCRR Parts 248 and 249.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Attachment and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:	
D/B/A - Doing Business As (if applicable):	
Bidder’s Signature:	Printed or Typed Name:
Title:	Date:

**Group 40625, HEAVY EQUIPMENT
ENCOURAGING USE OF NEW YORK STATE BUSINESSES
IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? Yes No

If yes, identify New York State Business(es) that will be used; (Attach identifying information or list below):

<u>Business Name</u>	<u>City</u>
_____	_____
_____	_____
_____	_____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

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, licenser, 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.