



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

Invitation for Bid (IFB) #1743

Date: December 21, 2012

Subject: Update / Correction; Questions and Answers

Title: Fire Protection Specialist Uniforms for the
Division of Homeland Security and Emergency Services,
Office of Fire Protection and Control (DHSES OFPC)

Bid Due Date: Thursday, January 10, 2013 @ 2:00 PM

Address Bids to: Jenny Fung, Contract Management Specialist 1
NYS OGS – Financial Administration, Contracts Unit
Empire State Plaza, Corning Tower, 40th Floor
Albany, New York 12242
IFB No.1743
Email: jenny.fung@ogs.ny.gov

Update / Correction:

Section 5.20 - Iran Divestment Act: Bidders shall acknowledge the current version below of the Iran Divestment Act which shall replace the prior version as found in IFB 1743.

IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OFPC/OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OFPC/OGS 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 OFPC/OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OFPC/OGS 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.

Questions and Answers:

Please note, no questions have been submitted from any potential Bidders.

All other terms and conditions remain unchanged.

If submitting a bid, this Addendum 1 for IFB #1743 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name

Address (include City, State, Zip)

Bidders Name (please print)

Title

Signature

Date



INVITATION FOR BIDS (IFB) SOLICITED BY
NEW YORK STATE OFFICE OF GENERAL SERVICES

FOR

FIRE PROTECTION SPECIALIST UNIFORMS

ON BEHALF OF

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY
SERVICES, OFFICE OF FIRE PROTECTION
AND CONTROL (DHSES, OFPC)

ALBANY, NEW YORK

BID DUE DATE: JANUARY 10, 2013 AT 2:00 PM

ISSUE DATE: NOVEMBER 28, 2012

Designated Contact:

Jenny Fung

Voice: 518-474-5981

Fax: 518-486-3651

E-mail: jenny.fung@ogs.ny.gov

Alternate Contact:

Diane Robinson

Same

Same

diane.robinson@ogs.ny.gov

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1 Introduction

1.1 Overview

The New York State Office of General Services (OGS), through this solicitation, is seeking to develop a contract to provide for complete uniform packages for Fire Protection Specialists and provide a means for additional sets or individual items to be supplied to the New York State Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control (DHSES, OFPC).

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Jenny Fung, Contract Management Specialist 1, NYS Office of General Services, Division of Financial Administration, has been designated as the PRIMARY contact for this procurement solicitation and may be reached by email, voice, or fax for all inquiries regarding this solicitation.

Jenny Fung, Contract Management Specialist 1
NYS Office of General Services
Financial Administration
Empire State Plaza, Corning Tower, 40th Floor
Albany, New York 12242
Voice: 518-474-5981
Fax: 518-486-3651
Email: jenny.fung@ogs.ny.gov

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

Diane Robinson, Contract Management Specialist 2
NYS Office of General Services
Financial Administration
ESP, Corning Tower, 40th Floor
Albany, New York 12242
Voice: 518-474-5981
Fax: 518-486-3651
Email: diane.robinson@ogs.ny.gov

For inquires related **specifically** to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Anuola Surgick, Compliance Specialist 1
MWBE and Community Relations
NYS Office of General Services
Corning Tower, Empire State Plaza
Albany, NY 12242
Voice: (518) 486-6866
Fax: (518) 486-9285
Email: anuola.surgick@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

OGS Issues Invitation For Bid (IFB)	November 28, 2012
Deadline for Submission of Bidder Questions	December 20 2012 @ 2:00p.m.
OGS Issues Responses to Written Questions (estimated)	December 28, 2012
Bid Due Date/ Bid Opening Date	January 10, 2013 @ 2:00 p.m.
Contract Term and Start Date	Five (5) Years – Upon OSC approval

1.4 Minimum Bidder Qualifications

The following minimum qualifications must be met by each bidder:

- Bidder must be an established manufacturer or an authorized dealer of the manufacturer. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with all quantities of products required by the dealer in fulfillment of its obligations under any resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support.
- The Bidder acknowledges that they will provide the required Manufacturer's Certificate(s) for all manufacturers of their products listed on the Bid Proposal Form.
(See *Manufacturer's Certificate in Appendix B.*)
- Bidder has actively and normally been engaged, for at least the past three (3) years, in selling the products offered.
- Bidder must maintain service facilities and have trained personnel qualified to service the product furnished at the using agency within 72 hours.

2 Bid Submission

2.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB 1743 shall only be directed to:

Jenny Fung, Contract Management Specialist 1
OGS Division of Financial Administration
40th Floor, Corning Tower, ESP
Albany, NY 12242
Phone: 1-518-474-5981
Fax: 1-518-486-3651
e-mail: jenny.fung@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.

2.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, bidders should follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

1. **Cover Letter.** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB.** Further that, should the contract be awarded to your company, you would be prepared to begin services upon OSC approval. The cover letter must include the full contact information of the person(s) NYS OGS shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used, and the name, address and role of each proposed subcontractor.
2. **Minimum Qualifications.** Bidders must submit information to confirm their ability to meet the minimum qualifications to provide the services requested in this IFB as set forth in Section 1.4 – Minimum Bidder Qualifications, including manufacturer certificates.
3. **Pricing.** Bidder shall submit a completed Attachment 1 - Bid Proposal Form. The bidder shall indicate in the spaces provided on the Bid Proposal Form (Attachment 1) the manufacturer's name, the address where the proposed product or products will be produced, the catalog references or model number of the product or products offered, and all other information requested.
4. **Required Information.** The bidder shall submit with its bid detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed in Section 4.1 – Detailed Specifications, such differences must be explained in detail (see Section 4.2 – Product References). Failure to submit any of the above data may result in rejection of the bid.
5. **All other required** completed forms from Appendix B.
6. **Optional Submissions.**
 - If requested, bidder must provide a minimum of five references, including references from two of the bidder's largest customers. References shall preferably be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the following:

- * Name, address, contact person, telephone number, fax number, business email address and number of years bidder has serviced the referenced account;
 - * Volume of business performed within the past three years for each referenced account.
- If requested, bidder must document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.
 - The bidder may be required to provide a sample of any referenced item bid for evaluation purposes. Samples shall be provided within seven (7) calendar days of receipt of request for sample and must be submitted free of charge.
OGS reserves the right to request additional samples at no cost to the State as required for evaluation.

Requested samples **MUST** be received within the given number of calendar days requested or the bid WILL NOT be considered.

A sample may be held by OFPC during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. The sample shall become the sole property of OFPC at the conclusion of the holding period.

A successful bidder who receives a contract based on their bid sample must deliver the same quality and identity as the bid sample. Failure to do so may result in cancellation of the contract and disqualification of the bidder from receiving future awards.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the bidder is able to fulfill the requirements of the contract.

2.3 Bid Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

2.4 Packaging of IFB Response

Please submit **(4) originals** of the **Bid Proposal Form (Attachment 1)**, and the **Contractor Information page(s) found in Appendix B**. Please complete and submit (1) original and (3) copies of all other documents found in Appendix B.

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: 1743

Bid Due Date and Time: Same as in Section 1.3 - Key Events

Bid for: Fire Protection Specialist Uniforms

Failure to complete all information on the bid envelope and / or packages may necessitate the premature opening of the bid and may compromise confidentiality.

2.5 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 any, to the OGS Division of Financial Administration at the following address:

Division of Financial Administration
NYS Office of General Services
Corning Tower, 40th Floor
Empire State Plaza
Albany, NY 12242
Attn: Jenny Fung
IFB 1743

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 on the date indicated in (Section 1.3) Key Events. **Bidders assume all risks for timely, properly submitted deliveries.**

The received time of bids will be determined by the clock at the above noted location.

NO CONSIDERATION WILL BE GIVEN TO BIDS RECEIVED AFTER THE STATED DATE AND TIME.

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 OGS Mailroom is NOT sufficient, and that at least one overnight carrier has been known to deliver its packages to the OGS Mailroom. OGS 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.

Important Building Access Procedures for Delivered Bids:

Building access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the bid opening.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the security system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with OGS should allow extra time to comply with the security procedures. These security procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

<http://ogs.ny.gov/BU/BA/Parking/Visitor/>

2.6 Alternate Bids

OGS recognizes that bidders may have more than one proposed offering per item, per bid. Therefore, Bidders may submit a completely separate, second Bid Proposal Form for this IFB.

If your firm intends to submit an Alternate Bid, the following should be addressed:

- The alternate bid must be clearly labeled on the Bid Proposal Form as an “Alternate Bid” on each page.
- The alternate bid must still include complete information for Lot 1 and Lot 2 of the Bid Proposal Form.
- In the event that the Bidder has submitted an incomplete Bid Proposal Form, the bid will be rejected. Updates will not be accepted after the bid due date. (see Section 1.3 – Key Events)
- It is not necessary to submit additional signature pages or additional Appendix B forms.

The alternate bids are to be submitted in accordance with all submission instructions as outlined in this IFB.

Any alternate bids received will be evaluated as separate bids.

3 Administrative Information

3.1 Issuing Office

This IFB is being released by the NYS Office of General Services, Division of Financial Administration, on behalf of the NYS Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control (DHSES OFPC).

3.2 Method of Award

OGS intends to award one contract to the lowest responsive and responsible bidder. The lowest bidder shall be determined by calculating the full contract value utilizing the Grand Total bid as represented on the Bid Proposal Form (Attachment 1).

After approval of a contract, OFPC will place orders for product as needed.

The Grand Total bid amount of the successful bidder shall be used to calculate the total contract value. The total contract value shall not be exceeded.

3.3 Price

Price shall include all services required, including travel, licenses, insurance, administrative, customs, duties, charges, and ancillary costs and be net, F.O.B. destination any point in New York State as designated by the ordering agency. Bidders must submit pricing using the Bid Proposal Form (Attachment 1) contained in this document. Bidders must provide pricing for all items on the Bid Proposal Form.

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

3.4 Minimum Order

Minimum order shall be \$100 or One (1) complete uniform package.

Contractor may elect to honor orders for less than the minimum order.

3.5 Delivery

Delivery, as represented on Attachment 1, shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions on Purchase Order. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency.

Contractor shall notify the ordering agency of a potential or actual delay in delivery and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by OGS/OFPC.

3.6 Estimated Quantities

Notwithstanding the language in Section 3.2 – Method of Award, estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given.

The quantities listed are estimated only. Unless otherwise stated the estimated quantities are annual usage.

3.7 Term of Contract

This contract will commence upon OSC approval, and will be in effect for five (5) years.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of OGS/OFPC intent to cancel. Any cancellation by OGS/OFPC 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/OFPC, its agents and employees therefore for lost profits or any other damages resulting therefrom. 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 5.13 – Termination.

3.8 Price Adjustment (Escalation / De-escalation)

The contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, if properly requested, the Contractor will be granted an increase or decrease in their bid, dependent upon fluctuations in Producer Price Index (PPI) for Not Seasonally Adjusted Series ID: WPU03810441, Apparel and Accessories, n.e.c., as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at <http://www.bls.gov/ppi/>. This adjustment will only apply to the pricing for Lot I, Items A and B, and Lot II, Items 1-39. The pricing for Lot II, Items 40-41, shall remain fixed for the contract term.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month PPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2006, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2006 PPI and the June 2007 PPI and become effective in September 2007. The producer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Producer Price Index. Once approved, the contractor will be notified in writing. **Request and documentation must be sent to the OGS Contracts Unit, Empire State Plaza, Corning Tower, 40th Floor, Albany, New York 12242.**

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

3.12 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.

3.13 Dispute Resolution

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

3.14 Inspection of Books

It is expressly understood and agreed that the Office of General Services 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 (6) year period.

3.15 Examination of Contract Documents

- Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
- Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
- Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.16 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.

3.17 Glossary of Terms

"Issuing Office" shall mean the Office of General Services Division of Financial Administration.

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

"Invitation for Bid" 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.

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

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

3.18 Warranties

Contractor hereby warrants and represents that deliverables specified and furnished by or through Contractor shall individually be guaranteed against faulty material and workmanship for the warranty period or for a minimum of one (1) year from the date of acceptance, whichever is longer. During the warranty period, defects in the materials or workmanship of deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the OGS/OFPC.

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability. Product literature and specifications must also be available.

Where accessories are to be supplied, they must be compatible with the rest of the product.

4 Specifications

4.1 Detailed Specifications

The detailed specifications have been separated into two distinct parts, Lot 1 and Lot 2.

Lot 1 is divided into two subparts and bidders are expected to provide a total price for each.

Item A: Consists of the items in a single Initial Issue Uniform Package designed to fully outfit Fire Protection Specialists. An estimated fifty (50) of these packages, includes measurement of employees as indicated in Section 4.1.2.A, will be initially ordered at the beginning of the contract. Additional orders will be placed on a quarterly basis for each newly appointed Fire Protection Specialist.

Item B: Consists of the items in a single Promotional Package designed to address those items required upon subsequent promotions. An estimated five (5) of these packages, including measurement of employees as indicated in Section 4.1.2.A, will be initially ordered at the beginning of the contract. Additional orders will be placed on a quarterly basis for each promoted Fire Protection Specialist.

Lot 2 consists of the individual items which make up the Initial Issue Uniform and Promotional Packages. Items from this lot will be ordered as separate items during the contract period. Lot 2 also consists of items not issued as part of an Initial Issue Uniform Package, but are authorized for wear by Fire Protection Specialists. Orders for items from this lot will be ordered as needed.

1. Patches/Embroidery/Silk-Screening

- A. The standard Agency Patch (see Appendix C - Illustration #1) will be supplied by the vendor. They are to be sewn on the left shirt sleeve by the vendor, prior to delivery. The following items shall have the Agency Patch applied:

Blouse coat, overcoat, jacket with liner, field jacket with liner, long sleeve shirt, short sleeve shirt, sweater, BDU shirt, rain gear (jacket), ballcap and job shirt,

- B. The full color "Badge Patch" (see Appendix C – Illustration #1A) will be supplied by the vendor / sewn above the left chest pocket area prior to delivery, by the vendor. The following items shall have the Badge Patch:

BDU shirt, field jacket, polo shirt and job shirt

- C. Custom embroidery (see Appendix C - Illustration #2A) shall be embroidered on the BDU shirt, field jacket and job shirt, prior to delivery.
- D. Custom embroidery (see Appendix C – Illustration #2B) shall be embroidered on the mock shirt prior to delivery.
- E. Custom embroidered name tape (see Appendix C - Illustration #2C) shall be created and applied to the BDU shirt, field jacket and job shirt prior to delivery.
- F. Custom silk-screening (see Appendix C - Illustration #3) shall be applied to the uniform T-shirts and sweatshirts by the vendor prior to delivery.

2. Sizing

- a. Vendor shall be available to measure and properly size all employees being outfitted, at the OFPC headquarters located at One Commerce Plaza, 99 Washington Ave, Suite 500, Albany, NY 12210, during a two-week period following award of contract. Vendor shall make needed alterations to uniform items.
- b. Vendor shall be available within three business days (72 hours) of notification to size any new personnel at an Albany address to be determined by the OFPC.
- c. Vendor shall maintain a computerized records program of all employees, sizes and the items/dates of issue.

3. Replacement/additional orders

Vendor shall maintain, in-stock, a supply of non-customized, specialist items for replacement throughout the year.

LOT 1

Lot 1 consists of the items in either a single Initial Issue Uniform Package or a Promotional Package. During the course of the contract, orders of complete packages will be placed as needed.

**LOT 1 – ITEM A
REQUIREMENTS OF ONE COMPLETE INITIAL ISSUE UNIFORM PACKAGE**

ITEM NAME	PRODUCT REFERENCE		DETAILS	QUANTITY
	MANUFACTURER	STYLE		
BLOUSE COAT	Fechheimer	38804	Navy, w/gold NYS buttons and Agency patch	1
OVERCOAT	Newport Harbor	261MT	Navy, w/gold NYS buttons and Agency Patch	1
JACKET W/LINER	Blauer	9910Z	Navy, Gore-Tex w/scotchlite, gold NYS buttons, Agency Patch	1
FIELD JKT. W/LINER	5.11	48001	Navy, Embroidered nametape sewn above right chest pocket, Badge Patch embroidered above left pocket, Custom (2 lines) embroidery on back, Agency Patch	1
L/S SHIRT	Blauer	8900	White, Agency Patch	5
S/S SHIRT	Blauer	8910	White, Agency Patch	5
SWEATER	Blauer	225	Dark Navy, Agency Patch	1

BDU SHIRT	5.11	L/S - 72002	Navy, embroidered nametape sewn above pockets, Badge Patch embroidered above left chest pocket, Custom (2 lines) yellow/gold embroidery on back , Agency Patch	5 total; @ least one S/S
		L/S - 72002T		
		S/S - 71001		
		S/S - 71001T		
PANT	Fechheimer	38200	Navy	1
PANT	Blauer	8821 (straight)	Police Blue	5 total @ least one straight style
		8810 (side pocket)		
BDU PANTS	5.11	74003 (Men)	Dark Navy	5
		64359 (Women)		
BELT	Perfect Fit	5001	Black leather, gold buckle	1
BELT	5.11	59409	Black Web	1
GLOVES	Premier Emblem	P7009	White, parade	1 pr.
TIE	S. Broome	90001-61 (18")	Dark Navy	1
		90019-61 (20")		
BELLCAP	Sentry	F303 Navy	Navy - Black cloth band, gold snake, gold NYS buttons	1
COLLAR BRASS	Blackinton	A7286	Gold NYS seal, blue enamel border	2 pr.
NAMETAG	Reeves	N8BGPRC	Gold polish 1 line	2
HAT BADGES	Smith & Warren	S46A	Gold, w/1 color NYS insert	1
BADGE	Smith & Warren	S158	Gold, full color NYS seal w/applied panel	3
TIE BAR	Hook-Fast	TC74	"N.Y.S. FIRE", w/ Blue border NYS seal	1
SHOES	Bates	56	Black, Low quarter	1
BOOTS	Haix	605109 (Men)	8", black, Gortex lined	1
		605110 (Women)		
RAIN GEAR	Blauer	26991 (jacket) 134 (pant)	Black, Agency patch applied to jacket	1 set

BALLCAP	Blauer	8154X	Navy w /small agency patch	1
WINTER HAT	Blauer	125	Black	1
T-SHIRT	5.11	S/S 71309	Navy, 6.1 oz. 100% cotton w/custom silk screen, 2 sides	5
		L/S 72318	Navy, 6.1 oz. 100% cotton w/custom silk screen, 2 sides	2
JOB SHIRT	5.11	72314	Fire Navy, Agency Patch, Badge Patch applied/embroidered on left embroidered nametape sewn on right chest, custom (2 lines) embroidery on back	1
MOCK SHIRT	5.11	72319	Fire Navy, w/ gold OFPC embroidered on left collar	2
POLO SHIRT	5.11	41060 (Men)	Dark Navy, Badge Patch	2
		61166 (Women)		
WINTER GLOVES	Bernstein	7314	Black	1 pr.

**LOT 1- ITEM B
REQUIREMENTS OF A COMPLETE PROMOTIONAL PACKAGE**

ITEM NAME	PRODUCT REFERENCE		DETAILS	QUANTITY
	MANUFACTURER	STYLE		
JACKET BRASS	Blackinton	A2681	Gold dbl cb 3 trumpets	1 pr.
COLLAR BRASS	Blackinton	A2907	Gold dbl cb 3 trumpets	2 pr.
SLEEVE BRAID both sleeves of blouse coat	Rice	ON1002 ½" 107	Yellow gold 3 rows per sleeve (DC) 4 rows per sleeve (BC)	1 set: Dependent upon rank
BELLCAP	Sentry	F303 White	White - Black cloth band, gold snake, gold NYS buttons	1
HAT BADGE	Smith & Warren	S46A	Gold, w/one color 3 trumpet insert	1
BADGE	Smith & Warren	S158	Gold, full color NYS seal w/applied panel	3
Application of appropriate embroidered rank insignia on collar of BDU Shirt, Field Jacket, and Job Shirt				7

LOT 2

Lot 2 consists of the individual items which make up the Lot 1, Item A and B packages above. Items from this lot will be ordered as separate items on a quantity basis during the contract period.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Annual Quantity</u>
1.	Blouse Coat, navy with gold NYS buttons and Agency patch (Fechheimer 38804 or equal)	5
2.	Overcoat, navy, w/ gold NYS buttons and Agency patch (Newport Harbor 261MT or equal)	15
3.	Jacket w/Liner, navy, GORE-TEX with Scotchlite, gold NYS buttons, Agency Patch (Blauer 9910Z or equal)	15
4.	Field Jacket with liner, navy, embroidered nametape sewn above pockets, Badge Patch embroidered above pocket, Custom (2 lines) embroidery on back, Agency Patch (5.11 48001 or equal)	15
5.	Shirt, L/S, white w/Agency patch (Blauer 8900 or equal)	125
6.	Shirt, S/S, white w/Agency patch (Blauer 8910 or equal)	125
7.	Sweater, dark navy, w/agency patch (Blauer 225 or equal)	25
8.	Shirt, BDU, L/S, navy embroidered nametape sewn above pockets, Badge Patch embroidered above left pocket, Custom (2 lines) embroidery on back, Agency Patch (5.11, 72002/72002T or equal)	75
9.	Shirt, BDU, S/S, navy embroidered nametape sewn above pockets, Badge Patch embroidered above left pocket, Custom (2 lines) embroidery on back, Agency Patch (5.11 71001/71001T or equal)	75
10.	Pant, police blue (Fechheimer 38200 or equal)	15
11.	Pant, police blue (Blauer 8821 (straight) or equal)	125
12.	Pant, police blue (Blauer 8810 (side) or equal)	125

13.	Pant, BDU, dark navy (5.11, 74003 (Men)/64359 (Women) or equal)	75
14.	Belt, black leather with gold buckle (Perfect Fit 5001 or equal)	25
15.	Belt, black web (5.11 59409 or equal)	25
16.	Gloves, white, parade (Premier Emblem P7009 or equal)	50 pairs
17.	Tie, dark navy (S. Broome Style 90001-61 (18")/ 90019-61 (20") or equal)	20
18.	Bellcap, Navy w/black cloth band gold snake & gold NYS buttons (Sentry F303 or equal)	15
19.	Collar Brass, gold NYS seal, blue enamel border (Blackinton A7286 or equal)	15 pairs
20.	Nametag, Gold polish 1 line (Reeves N8BGPRC or equal)	15
21.	Hat Badges, gold, w/1 color NYS insert (Smith & Warren S46A or equal)	10
22.	Badge, gold, full color NYS seal w/applied panel (Smith & Warren S158 or equal)	15
23.	Tie Bar, "N.Y.S. FIRE" w/blue border NYS seal (Hook-Fast TC74 or equal)	20
24.	Shoes, low quarter, black (Bates 56 or equal)	25
25.	Boots, 8", black, Gore-Tex lined (Haix 605109 (Men)/605110 (Women) or equal)	25
26.	Rain Jacket w/Agency patch, black (Blauer 26991 or equal)	15
27.	Rain Pants, black (Blauer 134 or equal)	15
28.	Ballcap, navy w/small agency patch (Blauer 8154X or equal)	50
29.	Winter Hat, black (Blauer 125 or equal)	25
30.	T-Shirt, navy, short sleeve, w/custom silkscreen, 2 sides,	50

	6.1 oz. 100% cotton (5.11, 71309 or equal)	
31.	T-Shirt, navy, long sleeve, w/custom silkscreen, 2 sides, 6.1 oz. 100% cotton (5.11 72318 or equal)	40
32.	Job Shirt, fire navy, poly-cotton, Agency Patch applied, Badge Patch applied/embroidered on left , Embroidered nametape sewn on right of chest, custom (2 lines) embroidery on back 11.6 oz. poly-cotton (5.11 72314 or equal)	25
33.	Mock Shirt, fire navy w/ OFPC embroidered 6 oz. ring spun knit (5.11 72319 or equal)	40
34.	Polo Shirt, dark navy w/ Badge Patch embroidered 6.8 oz. 100% cotton (5.11, 41060 (Men)/61166 (Women) or equal)	50
35.	Gloves, winter, black, (Bernstien 7314 or equal)	50 pairs
36.	Sweatshirt, navy, long sleeve, custom silkscreened, 2 sides 12 oz. 90/10 cotton-poly blend (Fruit of the Loom or equal)	30
37.	Embroidered nametape, navy with yellow gold letters	15
38.	Sewing of individual Agency provided specialty patches	150
39.	Jacket Brass, gold, dbl cb 3 trumpets (Blackinton A2681, or equal)	15 pairs
40.	Collar Brass, Gold dbl cb, 3 trumpets (Blackinton A2907 or equal)	15 pairs
41.	Sleeve Braid, both sleeves of blouse coat, 1/2", 107, yellow gold (Rice ON1002 or equal)	24 pairs
42.	Bellcap, White w/black cloth band gold snake, gold NYS buttons (Sentry F303 or equal)	15

4.2 Product References

The referenced detailed specifications listed are for description only and not intended to be restrictive. Comparable offerings will be considered. Offerings shall be equal to the items referenced.

If comparable item(s) are offered, bidder has sole responsibility for providing proof of compatibility to item(s) referenced. OGS/OFPC's decision as to acceptance of the item(s) as equal shall be final.

In the event of a discrepancy between the model number referenced in the specifications and the written description of the product(s) which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

4.3 General Requirements

- Contractor must maintain a business establishment with adequate inventories of the products offered, and must be capable of processing and shipping large numbers of orders to various destinations.

5 Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated December 2011 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. **Please retain this document for future reference.**

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. Contract Service Agreement
3. OGS Invitation for Bid #1743 (this document) including any addendum(a)
4. 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 OGS and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

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

5.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the 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 obtained at the sole cost and expense of the Contractor; 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, Contracts Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name ***The People of the State of New York, its 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 its 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 or (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.state.ny.us);

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.state.ny.us);

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 must name the **NYS Office of Fire Prevention and Control, One Commerce Plaza, 99 Washington Ave, Suite 500, Albany, NY 12210**, 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 the Office of General Services, its agents and employees therefore for lost profits or any other damages.

5.4 Tax and Finance Clause

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

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

5.5 MWBE & EEO REQUIREMENTS

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

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women 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" ("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 groups members and women in the performance of New York State contracts.

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 the 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 identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), 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, 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 MWBEs

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. To locate MWBEs, the Directory of Certified Businesses can be viewed at: <http://www.esd.ny.gov/MWBE/directorySearch.html>

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

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 exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

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 Office of General Services 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 in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- 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 the Commissioner of General Services.
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- 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 General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.
- INSPECTION – For purposes of any contract resulting from this IFB, the quality of the product is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that the quality of the product being supplied is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- STOP WORK ORDER - The Commissioner of General Services reserves the right to stop any and all activities covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of meeting the requirements of the specifications to the state's satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the existing Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain all equipment and materials provided for the work consistent with applicable public safety and health codes.
- The Office of General Services reserves the right to reject 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.

All provisions and requirements, which are attached hereto and form 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 law 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 in writing by the Comptroller of the State of New York.

5.9 Subcontractors

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 solicitation and the contract resulting from the solicitation. When bidding, any known/planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. The total of all Subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value,

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/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to Kristi Brizzell, Fire Protection Specialist, Office of Fire Prevention and Control (or their designee), One Commerce Plaza, 99 Washington Ave, Suite 500, Albany, NY 12210, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Assistant to the Director may require, concerning the proposed subcontractor's ability and qualifications.

5.10 Product Substitution

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

5.11 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. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. 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.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.

14. If two or more offers are found to be substantially equivalent as to pricing or other factors, 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.

5.12 Extent of Services

OGS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. Any reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

5.13 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>

5.14 Termination

A. Termination

The Office of General Services 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.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor. Any termination 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 the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B. Procurement Lobbying Termination

The Office of General Services 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 Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

5.15 NYS Standard 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. 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.

5.16 Ethics Compliance

All proposers/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.

5.17 Extension of Use

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, OGS, and the contractor, and subject to applicable approvals. OGS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

5.18 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 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.

5.19 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.

5.20 Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should OGS receive information that a person is in violation of the above-referenced certification, OGS will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

APPENDIX A

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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).

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. 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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

22. 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.

Appendix B

Required Forms

Invitation for Bids No. 1743

Table of Contents

CONTRACTOR INFORMATION

MANUFACTURER'S CERTIFICATE

BIDDER AFFIRMATION OF MANUFACTURER

ST-220 -TD TAXATION & FINANCE CONTRACTOR CERTIFICATION

ST-220 - CA TAXATION & FINANCE COVERED AGENCY CERTIFICATION

SUBSTITUTE W-9

PROCUREMENT LOBBYING FORMS

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NON-COLLUSIVE BIDDING CERTIFICATION

Contractor Information
SOLICITATION NUMBER 1743

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).

(Authorized Signature)

(Date)

(Print Name)

(Title)

(Company Name)

(Federal I.D. Number)

(NYS Vendor I.D. Number)

(Address)

(City, State, Zip)

(County)

(Telephone Number) Ext. _____

(Toll Free Phone) Ext. _____

(Fax Number)

(Toll Free Fax Number)

(E-mail)

**BIDDER/OFFERER DISCLOSURE OF PRIOR
NON-RESPONSIBILITY DETERMINATIONS**

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

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

_____ YES _____ NO

If yes, please answer the following question:

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

_____ YES _____ NO

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

_____ YES _____ NO

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

Governmental Entity:

Date of Finding of Non-responsibility:

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

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

_____ YES _____ NO

If yes, please provide details:

Governmental Entity:

Date of Termination or Withholding of Contract:

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

MANUFACTURER'S CERTIFICATE

NOTE TO BIDDERS:

This "Manufacturer's Certificate" is to be copied, removed, and forwarded to each manufacturer(s) by the Bidder, completed and returned to the Bidder by the manufacturer, and submitted with the Bidder's offer. (See IFB Section 1.4 - Minimum Bidder Qualifications)

Please note: If your firm intends to utilize more than one (1) manufacturer for the various items on this bid, your firm will need to submit a Manufacturer Certificate for each manufacturer.

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

MANUFACTURER'S COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

PRINTED OR TYPED COPY OF SIGNATURE

SIGNATURE OF AUTHORIZED
MANUFACTURER'S REPRESENTATIVE

DATE

BIDDER AFFIRMATION OF MANUFACTURER

The Bidder must submit one completed original of this form.

I, _____, (name of individual signing bid/proposal) certify under penalty of perjury that the final products for which I am providing a bid/proposal, was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to child labor laws, wage and hour laws and workplace safety laws.

I further certify that:

The names and addresses of subcontractors involved in the manufacture of the final product are:

(Add additional sheets if necessary.)

I cannot determine, using commercially reasonable methods of inquiry, the names and addresses of any subcontractors involved in the manufacture of the final product other than those identified above.

There are no subcontractors for this product.

The names and addresses of manufacturing plants contributing to the manufacture of the final product are:

(Add additional sheets if necessary.)

I cannot determine, using commercially reasonable methods of inquiry, the names and addresses of any manufacturing plants contributing to the manufacture of the final product other than those identified above.

Printed or Typed Copy of Signature

Dated: _____

Bidder's Signature

Name of Company Bidding: _____

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD) to be sent to the Tax Department

Contractor Certification to Covered Agency (ST-220-CA)



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(6/06)

For information, consult Publication 223, *Questions 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 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.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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

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



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)

ST-220-CA

(6/06)

For information, consult Publication 223, *Questions 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 ST-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).

AC 3237-S (11/11)

	<p>NEW YORK STATE OFFICE OF THE STATE COMPTROLLER SUBSTITUTE FORM W-9: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION</p>										
<p><i>TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.</i></p>											
Part I: Vendor Information											
1. Legal Business Name:	2. If you use a DBA, please list below:										
<p>3. Entity Type (Check one only):</p> <p> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Business Corporation <input type="checkbox"/> Unincorporated Association/Business <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Local Government <input type="checkbox"/> School District <input type="checkbox"/> Fire District <input type="checkbox"/> Other _____ </p>											
Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type											
1. Enter your TIN here: (DO NOT USE DASHES)											
<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>											
2. Taxpayer Identification Type (check appropriate box):											
<input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Individual Taxpayer ID No. (ITIN) <input type="checkbox"/> N/A (Non-United States Business Entity)											
Part III: Address											
1. Physical Address:	2. Remittance Address:										
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number										
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country										
Part IV: Exemption from Backup Withholding and Certification											
<p>For payees exempt from Backup Withholding, check the box below. Valid explanation required for exemption. See Instructions.</p> <p style="text-align: center;"><input type="checkbox"/> Exempt from Backup Withholding</p>											
<p>The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN).</p>											
Sign Here:											
Signature	Date										
Print Preparer's Name	Phone Number										
	Email Address										
Part V: Contact Information – Individual Authorized to Represent the Vendor											
Vendor Contact Person: _____	Title: _____										
Contact's Email Address: _____	Phone Number: _____										
<p>DO NOT SUBMIT FORM TO IRS — SUBMIT FORM TO NYS ONLY AS DIRECTED</p>											
FOR OSC USE ONLY											

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? (Please circle):

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 (Please circle):

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? (Please circle):

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? (Please circle):

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: _____ Date: _____

Signature

**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.

Bidder is required to sign both sections on this page

MacBride Fair Employment Principles

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 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,
 Yes No

If yes:

- 2. Shall take lawful steps in good faith to conduct any business operations they have 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 their compliance with such Principles.

Yes No

(Contractor's Signature)

(Name of Business)

Non-Collusive Bidding Certification

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

(Contractor's Signature)

(Name of Business)

Appendix C

Illustrations

Invitation for Bid No. 1743

Illustration #1

Agency Patch

Location: Sewn on the left sleeve; Ballcap
Two Size(s): 4.5 inches - Standard
2.75 inches - Ballcap

(Shall be sewn to the following items prior to delivery: Blouse coat, Overcoat ,Jacket with liner, Field Jacket with liner, Long Sleeve Shirt, Short Sleeve Shirt, Sweater , BDU shirt, Rain Gear (jacket), Ballcap and Job shirt.)



Illustration #1A

Badge Patch

Location: Front; above left chest pocket area
Colors: Blue and Gold
Size: 3.5 inches

(Shall be sewn to the following items prior to delivery: Field jacket, BDU Shirt, Job Shirt and Polo Shirt)



Illustration #2A

Custom Embroidery

Location: Back
Color: Yellow/gold
Lettering: 3 inches; ¼ inch stroke; 1 inch gap between lines

(Shall be embroidered on the following items prior to delivery: BDU shirt, Field Jacket and Job Shirt.

NEW YORK
STATE FIRE

Illustration #2B

Custom Embroidery

Location: Front; Left collar
Color: Yellow/gold
Lettering: .75 inches; bold; block

(Shall be embroidered on the following items prior to delivery: Mock Shirt)

OFPC

Illustration #2C

Custom Embroidered Nametape

- Location: Immediately above and abutting the flap of the right chest pocket.
Similar area if no pocket.
- Color: Navy Nametape with Yellow/gold letters
- Dimension: 1.25 inches in width; embroidery 1 inch centered

(Shall be created and applied to the following items prior to delivery: BDU shirt, Field jacket and Job shirt.)

LAST, First initial, Middle initial

Illustration #3

Custom Silk Screening – 2 sides

Shall be applied to the following items prior to delivery: Uniform T-shirts and Sweatshirts

Silk Screen of - Badge Patch

Location: Front, left chest
Color: Gold and Blue
Size: 3.25 inches

Silk Screen of - NY STATE FIRE

Location: Back
Color: Gold
Lettering:

- NY – 6 inches
- STATE – 1.25 inches - centered
{.25" gap}
- FIRE – 3 inches



Attachment 1

Bid Proposal Form

Invitation for Bids No. 1743

BID PROPOSAL FORM

NYS Office of General Services
Division of Financial Administration
The Governor Nelson A. Rockefeller
Empire State Plaza
Corning Tower - 40th Floor
Albany, New York 12242

IFB No. 1743
Contract No. _____
(to be completed by agency)

(Company Name)

This Bid Proposal Form must be completed and originally signed in quadruplicate.

The above Contractor agrees to supply Fire Protection Specialist Uniforms in accordance with the terms and conditions of this solicitation, IFB 1743. This contract consists of Lot 1 and Lot 2. Lot 1A and Lot1B order units will be complete packages. Lot 2 orders will be placed on an As-Needed-Basis. The Contractor agrees to supply the uniforms in accordance with specifications of this bid for the prices bid below. All uniforms shall be delivered to One Commerce Plaza, 99 Washington Ave., Albany, NY.

Please note: The estimated annual quantities are for evaluation purposes only.

LOT 1 – Uniform Packages

(Both A and B Items must be bid.)

<u>Description</u>	<u>Estimated Annual Quantity</u>	<u>Unit Price</u>	<u>Sub-Total Price</u>
Item A Complete <u>Initial Issue Uniform Package</u>	50 pkgs.	\$ _____	\$ _____
Item B Complete <u>Promotional Package</u>	5 pkgs.	\$ _____	\$ _____

Guaranteed Delivery, LOT 1: _____ Days A/R/O

SUB-TOTAL FOR LOT 1: _____

(Total Price of Lot 1, Item A + B)

Is Bidder bidding on the referenced items (same manufacturer/style)? Yes _____ No _____

If No, please include on a separate page the manufacture /style item for each item that differs from the referenced items in Lot 1A and Lot 1B.

LOT 1 – ITEM A**REQUIREMENTS OF ONE COMPLETE INITIAL ISSUE UNIFORM PACKAGE**

ITEM NAME	PRODUCT REFERENCE		DETAILS	QUANTITY
	MANUFACTURER	STYLE		
BLOUSE COAT	Fechheimer	38804	Navy, w/gold NYS buttons and Agency patch	1
OVERCOAT	Newport Harbor	261MT	Navy, w/gold NYS buttons and Agency Patch	1
JACKET W/LINER	Blauer	9910Z	Navy, Gore-Tex w/scotchlite, gold NYS buttons, Agency Patch	1
FIELD JKT. W/LINER	5.11	48001	Navy, Embroidered nametape sewn above right chest pocket, Badge Patch embroidered above left pocket, Custom (2 lines) embroidery on back, Agency Patch	1
L/S SHIRT	Blauer	8900	White, Agency Patch	5
S/S SHIRT	Blauer	8910	White, Agency Patch	5
SWEATER	Blauer	225	Dark Navy, Agency Patch	1
BDU SHIRT	5.11	L/S – 72002	Navy, embroidered nametape sewn above pockets, Badge Patch embroidered above left chest pocket, Custom (2 lines) yellow/gold embroidery on back , Agency Patch	5 total; @ least one S/S
		L/S - 72002T		
		S/S – 71001		
		S/S - 71001T		
PANT	Fechheimer	38200	Navy	1
PANT	Blauer	8821 (straight)	Police Blue	5 total @ least one straight style
		8810 (side pocket)		
BDU PANTS	5.11	74003 (Men)	Dark Navy	5
		64359 (Women)		
BELT	Perfect Fit	5001	Black leather, gold buckle	1

BELT	5.11	59409	Black Web	1
GLOVES	Premier Emblem	P7009	White, parade	1 pr.
TIE	S. Broome	90001-61 (18")	Dark Navy	1
		90019-61 (20")		
BELLCAP	Sentry	F303 Navy	Navy - Black cloth band, gold snake, gold NYS buttons	1
COLLAR BRASS	Blackinton	A7286	Gold NYS seal, blue enamel border	2 pr.
NAMETAG	Reeves	N8BGPRC	Gold polish 1 line	2
HAT BADGES	Smith & Warren	S46A	Gold, w/1 color NYS insert	1
BADGE	Smith & Warren	S158	Gold, full color NYS seal w/applied panel	3
TIE BAR	Hook-Fast	TC74	"N.Y.S. FIRE", w/ Blue border NYS seal	1
SHOES	Bates	56	Black, Low quarter	1
BOOTS	Haix	605109 (Men)	8", black, Gortex lined	1
		605110 (Women)		
RAIN GEAR	Blauer	26991 (jacket) 134 (pant)	Black, Agency patch applied to jacket	1 set
BALLCAP	Blauer	8154X	Navy w /small agency patch	1
WINTER HAT	Blauer	125	Black	1
T-SHIRT	5.11	S/S 71309	Navy, 6.1 oz. 100% cotton w/custom silk screen, 2 sides	5
		L/S 72318	Navy, 6.1 oz. 100% cotton w/custom silk screen, 2 sides	2
JOB SHIRT	5.11	72314	Fire Navy, Agency Patch, Badge Patch applied/embroidered on left, embroidered nametape sewn on right chest, custom (2 lines) embroidery on back	1
MOCK SHIRT	5.11	72319	Fire Navy, w/ gold OFPC embroidered on left collar	2

POLO SHIRT	5.11	41060 (Men)	Dark Navy, Badge Patch	2
		61166 (Women)		
WINTER GLOVES	Bernstein	7314	Black	1 pr.

**LOT 1- ITEM B
REQUIREMENTS OF A COMPLETE PROMOTIONAL PACKAGE**

ITEM NAME	PRODUCT REFERENCE		DETAILS	QUANTITY
	MANUFACTURER	STYLE		
JACKET BRASS	Blackinton	A2681	Gold dbl cb trumpets 3	1 pr.
COLLAR BRASS	Blackinton	A2907	Gold dbl cb 3 trumpets	2 pr.
SLEEVE BRAID both sleeves of blouse coat	Rice	ON1002 ½" 107	Yellow gold 3 rows per sleeve (DC) 4 rows per sleeve (BC)	1 set: Dependent upon rank
BELLCAP	Sentry	F303 White	White - Black cloth band, gold snake, gold NYS buttons	1
HAT BADGE	Smith & Warren	S46A	Gold, w/one color 3 trumpet insert	1
BADGE	Smith & Warren	S158	Gold, full color NYS seal w/applied panel	3
Application of appropriate embroidered rank insignia on collar of BDU Shirt, Field Jacket, and Job Shirt				7

LOT II - Specialist Uniform Items

(All 42 items must be bid. Please note that the items below will be used for the items that make up the uniform packages in Lot 1.)

All items to be ordered as individual items.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Annual Quantity</u>	<u>Unit Each</u>	<u>Sub-Total Unit Price</u>
1.	Blouse Coat, navy w/gold NYS buttons and patch (Fechheimer 38804 or equal)	5	\$ _____	\$ _____
	Manufacturer: _____ Style/Reference#: _____ Point of Production: _____			
2.	Overcoat, navy w/gold NYS buttons and agency patch (Newport Harbor 261 MT or equal)	15	\$ _____	\$ _____
	Manufacturer: _____ Style/Reference#: _____ Point of Production: _____			
3.	Jacket w/ liner, navy GORE-TEX with Scotchlite w/gold NYS buttons and agency patch (Blauer 9910Z or equal)	15	\$ _____	\$ _____
	Manufacturer: _____ Style/Reference#: _____ Point of Production: _____			
4.	Field Jacket w/ liner, navy w/ embroidery and patches (5.11, 48001 or equal)	15	\$ _____	\$ _____
	Manufacturer: _____ Style/Reference#: _____ Point of Production: _____			

10. Pant, police blue 15 \$ _____ \$ _____
(Fechheimer 38200 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

11. Pant, police blue 125 \$ _____ \$ _____
(Blauer 8821 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

12. Pant, police blue 125 \$ _____ \$ _____
(Blauer 8810 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

13. BDU Pant, dark navy 75 \$ _____ \$ _____
(5.11, 74003-M / 64359-W or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

14. Belt, black leather 25 \$ _____ \$ _____
w/ gold buckle
(Perfect Fit 5001 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

15. Belt, black web 25 \$ _____ \$ _____
(5.11, 59409 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

16. Gloves, white 50 pr \$ _____ \$ _____
parade
(Premier Emblem P7009 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

17. Tie, dark navy 20 \$ _____ \$ _____
(S. Broome Style,
90001-61 [18"] / 90019-61 [20"] or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

18. Bellcap, navy 15 \$ _____ \$ _____
w/gold snake & NYS buttons
(Sentry F303 navy or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

19. Collar Brass, gold NYS seal 15pr \$ _____ \$ _____
blue enamel boarder
(Blackinton A7286 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

20. Nametag, gold polish 1 line 15 \$ _____ \$ _____
(Reeves N8BGPRC or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

21. Hat Badges, gold 10 \$_____ \$_____
 w/ 1 color insert
 (Smith & Warren S46A or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

22. Badge, gold, full color NYS seal 15 \$_____ \$_____
 with applied panel
 (Smith & Warren S158 or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

23. Tie Bar, "N.Y.S. Fire" 20 \$_____ \$_____
 w/blue border
 (Hook-Fast TC74 or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

24. Shoes, black, low quarter 25pr \$_____ \$_____
 (Bates 56 or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

25. Boots, black, 8" 25pr \$_____ \$_____
 (Haix 605109-M/605110-W or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

26. Rain Gear, black 15set \$_____ \$_____
 w/ agency patch
 Jacket (Blauer 26991 or equal)
 Pant (Blauer 134 or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

27. Rain Pants, black 15 \$ _____ \$ _____
(Blauer 134 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

28. Ballcap, navy 50 \$ _____ \$ _____
w/small agency patch
(Blauer 8154X or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

29. Winter Hat, black 25 \$ _____ \$ _____
(Blauer 125 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

30. T-Shirt, S/S, navy 50 \$ _____ \$ _____
w/silkscreen, 2 sides, 6.1 oz. 100% cotton
(5.11, 71309 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

31. T-Shirt, L/S, navy 40 \$ _____ \$ _____
w/silkscreen, 2 sides, 6.1 oz. 100% cotton
(5.11, 72318 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

32. Job Shirt, fire navy 25 \$ _____ \$ _____
w/ embroidery on front / back,
and patches
11.6 oz. poly-cotton
(5.11, 72314 or equal)

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

33. Mock Shirt, fire navy 40 \$ _____ \$ _____
 w/ embroidery
 6oz. ring spun knit
 (5.11, 72319 or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

34. Polo Shirt, dark navy 50 \$ _____ \$ _____
 w/ embroidery
 6.8 oz. 100% cotton
 (5.11, 41060-M/ 61166-W or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

35. Gloves, black, winter 50pr \$ _____ \$ _____
 (Bernstien 7314 or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

36. Sweatshirt, L/S, navy 30 \$ _____ \$ _____
 w/ silkscreen; 2 sides,
 12 oz. 90/10 cotton-poly blend
 Fruit of the Loom or equal)

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

37. Embroidered Nametape, navy 15 \$ _____ \$ _____
 w/ embroidered letters

Manufacturer: _____
 Style/Reference#: _____
 Point of Production: _____

38. Sewing of individual Agency provided specialty patches 150 \$ _____ \$ _____

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

39. Jacket Brass, gold (Blackinton A2681, or equal) 15pr \$ _____ \$ _____

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

40. Collar Brass, gold dbl cb, 3 trumpets (Blackinton A2907 or equal) 15pr \$ _____ \$ _____

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

41. Braid, both sleeves, yellow/gold 1/2", 107 (Rice ON1002 or equal) 24pr \$ _____ \$ _____

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

42. Bellcap, white w/gold snake & NYS buttons (Sentry F303 white or equal) 5 \$ _____ \$ _____

Manufacturer: _____
Style/Reference#: _____
Point of Production: _____

Guaranteed Delivery, LOT 2: _____ Days A/R/O

SUB-TOTAL FOR LOT 2: _____
(Total Price of Lot 2, Items 1 - 42)

Sub-Total for Lot 1: _____
(Total Price of Lot 1, Item A + B)

Sub-Total for Lot 2: _____

GRAND TOTAL BID: _____
(Sub-Total of Lot 1 + Lot 2)

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-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate.

(Authorized Signature)

(Print Name and Date)

(Company Name)