

State of New York Executive Department
Office of General Services - Procurement Services Group
Corning Tower - 38th Floor
Empire State Plaza
Albany, NY 12242

INVITATION FOR BIDS

**IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN
BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY
(Fax and E-Mail Bid Submissions Are NOT Acceptable)**

BID OPENING DATE: June 22, 2011 TIME: 11:00 AM	TITLE: Group 40523 - BUSES (Transit), ADULT PASSENGER (2012 Model Year & Newer) (DOT-FTA & Others) Classification Code: 25
INVITATION FOR BIDS NUMBER: <p style="text-align: center;">22339</p>	SPECIFICATION REFERENCE: As Incorporated Herein (beginning on page 27)
CONTRACT PERIOD: December 15, 2011 to December 14, 2014	
DESIGNATED CONTACTS: Team #5	
Sandra Nolan, Purchasing Officer I Telephone No. (518) 474-5040 E-mail address: sandra.nolan@ogs.state.ny.us	Jill McCabe, Team Leader Telephone No. (518) 474-1064 E-mail address: jill.mccabe@ogs.state.ny.us

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity with full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at:
 Procurement Lobbying: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Legal Business Name of Company Bidding:	Bidder's Federal Tax Identification No.:
D/B/A - Doing Business As (if applicable):	
Street	City State Zip County
Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids. _____% Cash Discount for payment within 15 days of delivery and/or receipt of voucher _____% Cash Discount for payment within 30 days of delivery and/or receipt of voucher	
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE:	
Bidder's Signature:	Printed or Typed Name:
Title:	Date:
Phone : "	Toll Free Phone :
Fax :	Toll Free Fax :
E-mail Address:	Company Web Site:

FOR PROCUREMENT SERVICES GROUP USE ONLY

P.R. #	LIT <input type="checkbox"/>	MEMO <input type="checkbox"/>	MISSING PAGES
	LET <input type="checkbox"/>	OTHER <input type="checkbox"/>	

GENERAL INFORMATION

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

NOTICE TO BIDDERS:

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

1. BID PREPARATION

Prepare your bid on this form, typewritten preferable for bid prices and bid specifications (see Bid Solicitation Pages), and typewritten or black indelible ink for all others. Insert the name of your company on each page of the bid in the box that is provided (typewritten or black indelible ink). **Three (3) copies of your bid are required (including all required appendix forms, questionnaires, certifications, and additional information to be furnished with bid).**

2. BID DEVIATIONS

If your bid differs from the specifications, such deviation(s) or qualification(s) must be explained. See "Method of Award/Bid Instructions" and "Additional Information to be Furnished with Bid" in this invitation. See also "Extraneous Terms" in Appendix B, OGS General Specifications.

3. BID DELIVERY

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

- **Bid envelopes and packages**

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

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

- **FAX and E-MAIL transmittals**

No faxed or e-mail bid submissions are permitted for this solicitation. See "Facsimile Submissions" in Appendix B, OGS General Specifications.

- **Hand deliveries**

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

4. IMPORTANT BUILDING ACCESS PROCEDURES

To access the Corning Tower, all visitors must check in by presenting photo identification at the Information desk. **Bidders attending bid openings are encouraged to pre-register for building access by contacting the Procurement Services Groups (PSG) receptionist at 518-474-6262 at least 24 hours prior to the bid opening.**

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

GENERAL INFORMATION (Cont'd)

NON-COLLUSIVE BIDDING CERTIFICATION:

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

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

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

PROCUREMENT LOBBYING TERMINATION:

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

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

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

DISPUTE RESOLUTION POLICY:

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

ELECTRONIC PAYMENTS:

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

GENERAL INFORMATION (Cont'd)

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated November 2010, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX B:

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

CONFLICT OF TERMS AND CONDITIONS:

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

- a. Appendix A
- b. Federal Government Required Clauses (FTA) – (incorporated herein, pages 99-109)
- c. This Invitation For Bids (IFB)
- d. Appendix B
- e. Bidder's Bid

NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

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 opening 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.

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

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

GENERAL INFORMATION (Cont'd)

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

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

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

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

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

MERCURY-ADDED CONSUMER PRODUCTS:

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

<http://www.dec.state.ny.us/chemical/8512.html>.

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

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

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 - Equal Employment Opportunities for Minorities and Women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>

GENERAL INFORMATION (Cont'd)

GENERAL REQUIREMENTS:

All the adult transit buses/vans, their related components and services that are normally furnished and as required for the intended application, shall be provided, including those options that are additionally stated/specified herein.

All buses, components, equipment and combinations thereof as offered shall be compatible and approved for the intended application by the chassis and equipment manufacturers.

The buses and their associated equipment shall be in accordance with the chassis and/or bus body manufacturer's current standard data book specifications, requirements, recommendations and options and shall conform to all federal and state regulations in effect at the time of delivery. If manufacturer's standard equipment changes throughout the term of resultant award, such new standard equipment must be included on the bus and in vendor's base price bid. In no case, however, will standards be less than those in place at time of bid opening.

SCOPE (BID SYNOPSIS):

The resultant contract awarded for this solicitation will be for new Federal FTA Adult Passenger Transit Buses (and the related options) for purchase by State Agencies (primarily the NYS Department of Transportation) and other eligible non-state agencies (e.g., cities, counties, villages, and other political subdivisions) and the State's bordering States.

The resultant contract award will cover the purchase of new, current production buses. Under no circumstances may "Demos" or "used" buses be sold under this contract without prior approval of the Office of General Services, Procurement Services Group and the Department of Transportation, Specialized Transportation Section. All buses delivered under contract must be in compliance with the vendor's agreement with the bus and/or chassis and/or bus body manufacturer for bid assistance.

Detailed Product Specifications begin on Page 28. See Page 33 for the vehicle classification types and individual specification requirements for each vehicle size under "Detailed Product Specifications." See Page 38 for optional equipment under "Detailed Product Specifications."

Annual Estimated Quantities for each vehicle classification can be found on the bid solicitation pages for each ITEM. Bid solicitation pages begin on Page 43.

Catalogue of Federal Domestic Assistance (CFDA) grants to be used in the resultant contract award include (but are not limited to) 20.513, 20.509, 20.516 and 20.521.

VEHICLE CLASSIFICATIONS:

Item No. 1 (Type I) – 12 Adult Passenger Transit Bus (SRW Chassis)

Item No. 2 (Type I-A) – 16 Adult Passenger Transit Bus

NOTE: For Item Nos. 1 & 2 – Ultra-capacitor Hybrid System Propulsion under Option No. 15

Item No. 3 (Type II) – 20 Adult Passenger Transit Bus

Item No. 4 (Type II-LF) – 18 Adult Passenger Low-Floor Transit Bus

Item No. 5 (Type III) – 24 Adult Passenger Transit Bus

Item No. 6 (Type III-LF) – 22 Adult Passenger Low-Floor Transit Bus

Item No. 7 (Type IV) – 40 Adult Passenger Transit Bus

Item No. 8 (Type V) – 32 Adult Passenger Ramp Entry Transit Bus

Item No. 9 (Type VI) – 28 Adult Passenger Transit Bus

NOTE: For Item Nos. 3 through 9 – Battery Hybrid System Propulsion under Option No. 14

Item No. 10 (Type VII) – 6 Adult Passenger Converted Van

END OF GENERAL INFORMATION

IMPORTANT BID SUBMISSION COMPLIANCE NOTE:

Pursuant to the use of Federal FTA funding for the purchase of vehicles under the resultant contract award, all FTA Certifications hereinafter (Pages 7-12) shall be provided with all bid submissions for bid consideration. The following certifications are necessary for compliance with FTA regulations, and shall also be provided for all appropriate pre-award and post-delivery audits.

Federal Transit Administration (FTA) CERTIFICATIONS
FEDERAL TRANSIT ADMINISTRATION (FTA) PRE-AWARD - POST-DELIVERY REQUIREMENTS
For Rolling Stock Acquisitions Paid for by FTA Grant Funds

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX.

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

(1) SUSPENSION & DEBARMENT, (2) DISADVANTAGED BUSINESS ENTERPRISE and (3) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATIONS

Name of Bidder/Company Name

(1) Suspension & Debarment

Pursuant to the provisions 49 CFR Part 29, each bidder for this contract must certify that neither it, nor its principals or affiliates is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, and by extension from participation in this FTA-assisted transaction. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification: I hereby certify, for the bidder named above, that it is not excluded or disqualified as defined at 49 CFR 29.940 and 29.945 and that I am duly authorized by said bidder to make this certification.

(Date of Signature)

(Signature of Representative)

(Signature of Notary & SEAL)

(Type or Print Name & Title of that Representative)

(2) Transit Vehicle Manufacturer (TVM) Disadvantaged Business Enterprise

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of disadvantaged business enterprises in FTA-assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification: I hereby certify, for the bidder named above, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

(Date of Signature)

(Signature of Representative)

(Signature of Notary & SEAL)

(Type or Print Name & Title of that Representative)

(3) Equal Employment Opportunity

The bidder, and any and all subcontractors of the bidder, are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and supplemented in U.S. Department of Labor regulation (41 CFR Part 60).

Certification: I hereby certify, for the bidder named above, that it has complied with the provisions of Executive Order 11246, as amended by Executive Order 11375, and supplemented in U.S. Dept. of Labor Regulation (41 CFR Part 60) and that I am duly authorized by said bidder to make this certification.

(Date of Signature)

(Signature of Representative)

(Signature of Notary & SEAL)

(Type or Print Name & Title of that Representative)

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX.

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

CERTIFICATION OF COMPLIANCE WITH FEDERAL BUY AMERICA REQUIREMENTS (Part 1 of 2)

All vehicles included in this bid must meet the requirements of 49 U.S.C. 5323(j) (49 CFR Part 661 – Buy America, and 49 CFR Part 663.13). Bidders are required to submit certifications of compliance, as incorporated below, with Federal Buy America requirements with their bids in order to be considered responsive.

49 CFR Part 661 requires that vehicles purchased with Federal Transit Administration (FTA) funds meet the following criteria:

- 1) All Iron, Steel and Manufactured products used in the manufacture of the vehicle must be produced in the United States (49 CFR 661.5); OR
2) The cost of components and subcomponents of the vehicle that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle and final assembly must take place in the United States (49 CFR 661.11).

Certification of Compliance with 49 U.S.C. 5323(j)(1)

The bidder certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the regulations at 49 CFR Part 661.5.

Signature of authorized representative

Type or print name

Signature of notary and SEAL

Date of Signature:

-----OR-----

Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(c) and the regulations at 49 CFR Part 661.11.

Signature of authorized representative

Type or print name

Signature of notary and SEAL

Date of Signature:

-----OR-----

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) and 49 CFR 661.5 or 661.11, but may qualify for a waiver pursuant to the exceptions established under 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature of authorized representative

Type or print name

Signature of notary and SEAL

Date of Signature:

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX.

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

**CERTIFICATION OF COMPLIANCE WITH FEDERAL
BUY AMERICA REQUIREMENTS (Part 2 of 2)
(Federally Mandated Pre-Award and Post-Delivery Audit Requirements)**

All vehicles included in this bid must meet the requirements of 49 U.S.C. 5323(j) (49 CFR Part 661 – Buy America, and 49 CFR Part 663.13). In accordance with the Federal Government Required Clauses of this IFB, *“If the Bidder certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.”*

COST DOCUMENTATION
Total Cost per Vehicle = 100%

	<u>Component*</u>	<u>Manufacturer</u>	<u>Country of Origin</u>	<u>% of Total Cost</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

*A minimum of seven components must be listed. Component costs should not include final assembly costs.

- Total percentage of vehicle manufactured in U.S.: _____%
- Point of final assembly: _____
- Major activities to be undertaken at final assembly location:

Signature of authorized representative

Type or print name

Signature of notary and SEAL

Date of Signature: _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX.

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)**

The bidder hereby certifies that vehicles to be provided under the resultant contract award comply with all stipulated and relevant Federal Motor Vehicle Safety Standards (FMVSS). In accordance with the Federal Government Required Clauses (FTA) of this contract, the bidder shall ensure that all vehicles will be affixed with a bus "manufacturer's FMVSS self-certification sticker information for safety compliance that the vehicle complies with relevant FMVSS".

Name of Bidder/Company Name

Signature of authorized representative

Type or print name

Signature of notary and SEAL

REGULATIONS:

The Bidder understands through this certification that all vehicles provided under this contract shall conform to Federal and State regulations in effect at time of delivery. Vehicles shall also meet the inspection requirements of Chapter VI, Article 3, Part 720 or 721 of the NYS Transportation Regulations.

NOTIFICATION:

Name and address of the authorized dealer(s)* of the manufacturer located in New York State where the pre-delivery service will be performed, if other than the contractor's shop:

1. DEALER NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____
PHONE NUMBER: _____

2. DEALER NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____
PHONE NUMBER: _____

*NOTE: A letter from an authorized New York State dealer(s) agreeing to perform the pre-delivery service must accompany the bid.

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX.

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

CERTIFICATION TO RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

on behalf of _____ that:
(Name of Bidder/Company Name)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Signature of authorized representative

Type or print name

Signature of notary and SEAL

Date of Signature: _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX.

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FTA BUS TESTING (STURRA) CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665 Bus Testing Regulation.

A copy of the STURRA test report prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

If a copy of a STURRA test report prepared by the FTA Altoona, Pennsylvania Bus Testing Center is not attached, the undersigned has completed this certification and appropriately initialed with the understanding that such vehicle model or models either will fully complete Altoona Testing prior to first vehicle orders and that such test report is forwarded to the New York State Department of Transportation, Public Transportation Bureau for verification, or vehicle model or models bid will be subject to disqualification from bid award for non-compliance. The time frame for compliance or non-compliance, for vehicle models bid that do not have a STURRA test report submitted, will be subject to determination by the New York State Department of Transportation, Public Transportation Bureau.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name

Signature of authorized representative

Type or print name

Signature of notary and SEAL

Date of Signature: _____

Check one that applies:

Copy of STURRA (Altoona) Test Report(s) for vehicle model(s) bid is attached (initial) _____.

STURRA Test Report #(s): _____

Copy of STURRA (Altoona) Test Report(s) for vehicle model(s) bid is not attached (initial) _____.*
* Manufacturer's Certificate of Anticipated Testing is required

GENERAL TERMS AND CONDITIONS

FOR PROSPECTIVE BIDDERS, QUESTIONS CONCERNING THIS INVITATION FOR BIDS ARE BEING SOLICITED AT THIS TIME AND SHOULD BE ADDRESSED TO THE "PSG ASSOCIATE" IN WRITING (CITING THE PARTICULAR PAGE, SECTION AND PARAGRAPH) NO LATER THAN:

5:00 pm (EST), May 13, 2011

All questions of a substantive nature received prior to the question solicitation deadline above will be answered and distributed to all prospective bidders in the form of a formal addendum to this IFB issued as a Purchase Memo (P-Memo) no later than **June 3, 2011**, which will become part of the ensuing contract. If a prospective bidder finds a term, condition, requirement, specification, etc., that it feels requires further clarification or is requesting an amendment, it is incumbent on the prospective bidder to address an inquiry in writing to the "PSG Associate" identified herein prior to the question solicitation deadline above. In the event that questions of a substantial nature arise after the above deadline, our office will issue additional Purchasing Memoranda as necessary.

INQUIRIES/ISSUING OFFICE:

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

PRIMARY CONTACT

Sandra Nolan, Purchasing Officer
NYS Office of General Services
Procurement Services Group
Corning Tower - 38th Floor
Empire State Plaza
Albany, New York 12242

Phone No.: (518) 474-5040
FAX No. (518) 474-8676
E-Mail: sandra.nolan@ogs.state.ny.us

SECONDARY CONTACT

Jill McCabe, Team Leader
NYS Office of General Services
Procurement Services Group
Corning Tower - 38th Floor
Empire State Plaza
Albany, New York 12242

Phone No.: (518) 474-1064
FAX No. (518) 474-8676
E-Mail: jill.mccabe@ogs.state.ny.us

Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** terms and conditions contained herein.

ELECTRONIC BID OPENING RESULTS:

The Procurement Services Group (PSG) posts bid prices on the OGS/PSG web page. The web page makes available bid tabulations (i.e. photocopies of bid solicitation pages or spreadsheets) received by PSG for scheduled bid openings. This does not include attachments and supporting documentation. Such information is anticipated to be available online within two business days after the bid opening.

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

PRICE:

- General** - All prices shall be net, FOB points of destination designated by ordering agencies and shall include:
- All customs, duties and taxes and any charges imposed by a governmental entity;
 - All vehicle preparation and clean-up charges;
 - New York State motor vehicle inspection fees and all other incidentals normally included with delivery of a vehicle including the manufacturer's fees such as destination charges, etc.;
 - All price discounts being firm for the entire contract period (NOTE: Price reductions and/or discount increases are permitted);
 - All transportation costs for vehicles delivered in New York State;
 - **NO** separate, additional delivery charge for deliveries in New York State.

GENERAL TERMS AND CONDITIONS (Cont'd)

PRICE: (Cont'd)

Firm Pricing - Prices or discounts quoted are to be firm for the entire contract period and the extension periods, if any, except for the price changes as allowed below in "Lower Pricing," "Additional Price Adjustments for Consideration", "Price Changes", and "Unworkable Price Structure."

Lower Pricing - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed.

Additional Price Adjustments for Consideration - Notwithstanding the allowable PPI, an adjustment in price may be permitted during the contract period if a government mandated program such as a new standard for emissions takes effect OR if the manufacturer supplying the contractor undergoes a complete change in platform. Contractor will be required to provide adequate, suitable documentation to the Office of General Services, who will then determine if the requested price change is verifiable and reasonable. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the PPI Adjustment. The Office of General Services reserves the right to terminate the contract(s) if it deems the price adjustment pursuant to this paragraph is not in the best interests of the state. Price adjustments are subject to Office of the State Comptroller (OSC) approval.

Price Changes - Contract prices shall be subject to increase or decrease during the contract period in accordance with changes which occur in the Producer Price Index (PPI). Procurement Services Group will adjust pricing once per year as defined in the schedule below (or during the month and year specified below after PPI values necessary to calculate price changes are released by the U.S. Department of Labor, Bureau of Labor Statistics):

- September 15, 2012
- September 15, 2013
- September 15, 2014
- September 15, for any additional years for which this contract is extended.

Request for price changes at any other time will not be granted. Please refer to "**Unworkable Price Structure**".

Price changes will be implemented based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index (PPI) for:

Series ID: WPU141302
 Not Seasonally Adjusted
 Group: Transportation Equipment
 Item: Completed Vehicles on Purchased Chassis

Price changes would be based on dividing the PPI value for month of bid opening/year involved, by the PPI value for month/year of bid opening. The percent adjustment will be applied to base vehicle price and all contract options (including deducts). Below is an example of how this would be implemented. All the values in this example are hypothetical.

EXAMPLE

Original Contract Price: \$50,000
 June 2011 PPI: 169.5

<u>Date For PPI</u>	<u>PPI Value</u>	<u>Calculation</u>	<u>Adjustment Factor</u>	<u>New Price</u>	<u>Effective Date</u>
June 2011	169.5	169.5/169.5	1.0000*	\$50,000.00*	Sept. 15, 2011*
June 2012	172.6	172.6/169.5	1.0183	\$50,915.00	Sept. 15, 2012
June 2013	175.7	175.7/169.5	1.0366	\$51,830.00	Sept. 15, 2013
June 2014	178.8	178.8/169.5	1.0549	\$52,745.00	Sept. 15, 2014
June 2015	181.9	181.9/169.5	1.0732	\$53,660.00	Sept. 15, 2015

* = No adjustment for this year; original contract price is \$50,000 for this example.

The State reserves the right to determine if price adjustments are reasonable based upon various sources, such as manufacturers published price lists, PPI, industry data, etc.

GENERAL TERMS AND CONDITIONS (Cont'd)

PRICE: (Cont'd)

Unworkable Price Structure - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten (10) days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

Limitation - Price adjustments are limited to changes as allowed for in this "Price" clause. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the Contractor, will not be allowed during the contract period. No additional, separate adjustment in price for fuel, labor, etc., shall be permitted.

Price Includes All Equipment - The State will interpret that Bid prices listed include all standard equipment and estimated additional options.

No Charge Equipment - In the event optional equipment is promoted as "no charge," then that equipment shall be provided at no charge on all deliveries made on the effective dates of the promotion or thereafter or a credit shall be issued if not provided.

Extension of Prices Commitment - The contractor agrees to honor all orders from state agencies, political subdivisions and others authorized by law (including but not limited to "Non-State Agencies Participation in Centralized Contracts", "Extension of Use", and "Purchases by Consortium and Other Authorized Organizations", etc. clauses incorporated herein) that are in compliance with the pricing, terms, and conditions set forth in this contract document.

Any unilateral limitations/restrictions imposed by the contractor and/or manufacturer on eligible contract users will be grounds for rejection of the bid or cancellation of the contract. If a contract, or any portion thereof, is cancelled for this reason, any additional costs incurred by the eligible purchaser will be borne by the contractor.

EXTENSION OF PRICES:

Certain state agencies, political subdivisions and private non-profit organizations with the written approval of the **New York State Department of Transportation, Specialized Transportation Section**, may participate in contracts resulting from this bid opening. Requests must include the vendor's contract number, classification type(s) and quantity of vehicles, and should be submitted in writing to:

**New York State Department of Transportation
Public Transportation Bureau
Specialized Transportation Section
50 Wolf Road, POD 54
Albany, NY 12232**

GENERAL TERMS AND CONDITIONS (Cont'd)

EXTENSION OF USE:

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

In the past, the following states or jurisdictions from within the following states, have participated in purchasing from the Contract Award Notice: ALASKA, VERMONT, NEW JERSEY, MARYLAND, MICHIGAN and WISCONSIN. These states and others, especially those that are contiguous to New York State, may participate in purchasing from the Contract Award upon approval by New York State (the lead contracting State).

METHOD OF AWARD/BID INSTRUCTIONS:

General - Award shall be made by Grand Total Bid Price per ITEM including all options applicable to that ITEM to the lowest responsive and responsible bidder. Responsive bidder must be able to provide the ITEM for the classified vehicle being bid, as well as all ITEM optional equipment associated with the classified vehicle, and the ITEM and optional equipment must meet the requirements of the Detailed Product Specifications for which the bid submission is placed.

Bid Solicitation Pages – Bids shall be submitted using the Bid Solicitation Pages which can be found beginning on page 43 of this invitation. Annual estimated quantities are listed on these pages for each ITEM and optional equipment applicable to that ITEM. If an option would result in a price deduction or a credit to the standard price/base unit price of the ITEM, bidder is to indicate the negative dollar amount on the bid solicitation page(s) and subtract the Extended Total Price from the Grand Total Bid Price.

Incorrect Reference - If an incorrect reference is stated by the State or by the bidder, the State reserves the right to consider the proper evident component/product.

No Award On Individual Listings - The State reserves the right to make "NO AWARD" for any individual ITEM listing. This may be because:

- Bidder cost(s) is deemed to be unbalanced or excessive; OR,
- An agency/facility no longer has need for a stated product and/or requirement; OR,
- A requirement changed; an error in the solicitation becomes evident (i.e., use of incorrect reference, pack size, description, product designation, etc.); OR
- For other substantive reason.

In such case, evaluation and ranking of bids may be made on remaining ITEM products.

Reasonable Prices - Award will be made only to bidder(s) whose schedule of prices indicates that product will be delivered at reasonable prices as determined by the Office of General Services. "Reasonable prices" may be determined by reviewing:

- Discounts and net prices offered previously to NYS, to GSA, or to other governmental entities; OR
- Average discounts offered by bidders for this solicitation; OR
- Average net prices offered by bidders for this solicitation; OR
- Pricing from other sources; OR Relevant indices.

Recycled Products - Bids offering recycled products meeting this Invitation for Bid's Recycled Product Definition of recycled material will be considered. (Also see "Preference for Recycled Products" clause.)

GENERAL TERMS AND CONDITIONS (Cont'd)

METHOD OF AWARD/BID INSTRUCTIONS: (Cont'd)

Vendor Responsibility On Accuracy - Vendors are responsible for the accuracy of their bids. All bidders are directed to take extreme care in developing their bids. Vendors are cautioned to carefully review their bids prior to the bid opening, as requests for bid withdrawals of any type are not likely to be granted. All bids must be submitted on bid solicitation pages provided through this invitation, and only information that is requested will be considered. Any other information (including deviations or qualifications) not solicited on bid pages should be submitted as a separate attachment. OGS reserves the right to reject any bid submission document that contains information not specifically requested on bid solicitation pages. All exceptions and deviations must be noted in bids, otherwise the bid will be considered in full compliance with requirements and no adjustments may be made after award is issued. Bidders, in the preparation of their bids, should maintain complete and accurate calculation worksheets, which clearly support their submissions.

QUALIFICATION OF BIDDER:

Responsive bidder must be able to provide the ITEM for the classified vehicle being bid, as well as all ITEM optional equipment associated with the classified vehicle, and the ITEM and optional equipment must meet the requirements of the Detailed Product Specifications for which the bid submission is placed.

Bids will be accepted only from established bus and truck chassis manufacturers or their authorized dealers. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with all quantities of products required by the dealer in fulfillment of its obligations under any resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support (see Manufacturer's Certificate on Page 97 of this invitation).

The Commissioner may require a certificate from the bidder showing the number of years the bidder has been active in selling the products offered and the size and location of the inventories regularly maintained.

Only bids including a copy of the appropriate STURAA (Altoona) bus testing report for the vehicle type being offered will be considered. In the event that no vehicle meeting the specification has completed testing with a report issued at the time of bid opening, a Manufacturer's Certificate of Anticipated Testing shall be submitted with the bid. All testing must be completed and required number of copies of the test report must be submitted prior to an order being placed for such vehicles. This shall not exclude the State from awarding to a responsive bid offer that met testing/reporting requirements at the time of bid opening.

Bids that do not have/cannot comply with all the required FTA Certifications (S&D/DBE/EEO, Buy America, FMVSS, Lobbying, STURRA) may be disqualified from consideration.

The Commissioner reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract. See "Performance Qualifications," "Disqualification for Past Performance" and "Employees/Subcontractors/Agents" in Appendix B, OGS General Specifications.

JOINT BIDS:

Joint bids will be considered when the following requirements are met by the participants of the joint bid:

- Each individual participant must meet all the requirements of the solicitation except for the ability to deliver on a statewide basis.
- Each participant must be capable of performing and meeting all requirements of the solicitation and the joint bids must ensure consolidated/coordinated delivery to individual authorized users on a statewide basis.
- Each participant must sign the signature and acknowledgement pages and all such pages must be submitted together with the applicable bid and price list(s).
- Each participant must submit all information relative to their company for Vendor Responsibility, Worker's Compensation & Disability Insurance, and Tax & Finance certifications.
- Each participant must submit a letter from their company indicating that they are a willing participant in the joint bid to ensure the manufacturer's product line for the Item bid is offered and will be able to be purchased on a statewide basis.
- Each participant will be required to satisfy the State's non-collusion requirements.

In the sole discretion of the Commissioner, any bid may be rejected on the basis that such bid may unfairly affect competition or may not be able to fulfill the requirements of the contract.

GENERAL TERMS AND CONDITIONS (Cont'd)

ADDITIONAL INFORMATION TO BE FURNISHED WITH BID:

Attachments/Supporting Documentation:

The Bidder shall submit with its bid all required attachments and supporting documentation applicable to the vehicle classification (in this order), that includes:

- (1.) USEPA Certificate of Conformity**
- (2.) FMVSS documentation (i.e. engineering report & test procedure results)**
- (3.) Supporting warranty information**
- (4.) Hybrid System Propulsion OEM Manufacturer's Certification**
- (5.) Detailed specifications (i.e. "build-sheets")**
- (6.) Body structure detailed explanation & dimensional drawings**
- (7.) Dimensional floor plans**
- (8.) Air Conditioner Manufacturer's Certification**, and any other necessary data on the product the bidder will

furnish. If the product offered differs from the specifications listed, such differences must be explained in detail. Failure to submit required attachments and supporting documentation may result in rejection of the bid. The State, however, reserves the right to determine what information and to request any additional information deemed necessary for the proper evaluation of bids.

The bidder must submit a detailed Original Equipment Manufacturer's (OEM) printout (or "build-sheet") of each vehicle bid, listing the standard equipment as called for in the detailed product specifications.

Certification of Components:

Bidder certifies that all components (of base item and its options) are available, compatible (including OEM restrictions), and included in its offer for each ITEM of the solicitation. Certification shall include all vehicle OEM purchase-order codes for each ITEM of offer. The preferred document would be a print-out of the factory specifications.

After market options must be identified by make and model. Pricing for aftermarket options must reflect discount offered on options.

Documentation Upon Request:

The Office of General Services, Procurement Services Group (PSG) may require additional documentation to determine that bidder's offer(s) meet specification. As the additional documentation is requested, the bidder will be given a date by which the requested documents must be provided or bid may be considered non-responsive. If bidder is unable to meet the deadline set forth by the designated contact requesting the additional documentation, the bidder must request an extension in writing prior to the given deadline. Upon review, the designated contact will either provide a new deadline or consider the bidder's offer non-responsive while proceeding with the evaluation process.

ESTIMATED QUANTITIES:

The quantity shown for each ITEM and optional equipment is intended to represent an estimate for one year (annual) of the contract term. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

MISTAKES IN BID/BID WITHDRAWAL:

It is the responsibility of the bidder to show not only that an error is made but also that award would cause substantial financial loss. The bidder, therefore, is required to submit complete and thorough documentation clearly demonstrating such financial loss. Documentation shall include all work sheets, manufacturer's price data, together with a written explanation and formal request for bid withdrawal.

BIDDER'S STANDARD TERMS AND CONDITIONS:

A copy of bidder's Standard Terms and Conditions will NOT be considered relevant to their bid and should NOT be included with bid. In order to be considered, deviations must be submitted in a letter attached to bid. Otherwise bid will be considered to be in accordance with the terms and conditions of this bid opening. (See "Extraneous Terms" in Appendix B.)

GENERAL TERMS AND CONDITIONS (Cont'd)

CONTRACT PERIOD AND EXTENSIONS:

General - Model Years - This solicitation is for 2012 and NEWER model years. The initial term of contract will be from December 15, 2011 to December 14, 2014 OR to termination of production of "2014" model year and depletion of all stock for "2014" model year, whichever is last. Contract period may subsequently be extended with additional model years up to termination of production of "2016" models or depletion of all stocks for 2016 models, whichever is last. (Please see "Extension of Contract" below).

"Build Out" - Notice of Final Date for Placing Orders - The Contractor and/or Manufacturer shall notify the Office of General Services, Procurement Services Group, in writing at least two (2) weeks in advance of the final date for placing orders. Contract shall remain in effect until two (2) weeks after the "Notice of Final Date for Placing Orders" is received.

Purchase of Vehicles from Canceled Orders - Vehicles ordered during the contract period and subsequently cancelled by an agency may be purchased by other eligible agencies even though the contract ordering period may have lapsed, subject to the approval of the Office of General Services.

Termination By Issuance of New Award - Notwithstanding the foregoing, the contracts covered by the Contract Award Notification for this bid opening shall be terminated by the issuance of a new Contract Award Notification for the same or substitute commodity for the next applicable contract period.

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

Extension of Contract - If mutually agreed between the Procurement Services Group and the contractor, a contract may be extended under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

SHORT TERM EXTENSION:

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

GENERAL TERMS AND CONDITIONS (Cont'd)

DELIVERY:

General - Delivery 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.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the Purchase Order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

Pre-Delivery Inspection - At the discretion of the New York State Department of Transportation, the Contractor may be required to present vehicles for pre-delivery inspection at such location as may be designated. When so required, the contractor shall make no delivery of it, or similar contract units, without written approval of the vehicle from the Commissioner of the New York State Department of Transportation or authorized agent thereof.

Delivery Condition - Vehicle must be delivered strictly in accordance with specifications and shall be "Ready for Use", except as allowed in the "Terms and Conditions for Payment and/or Delivery" section herein and/or as requested by the purchaser. If vehicle is delivered with deviations or improper servicing, the contractor must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays, and holidays) after receipt of written notification from the agency and/or the Office of General Services. Otherwise, the purchasing agency may have the corrections made at contractor's expense. No production changes shall be made without written approval of the New York State Department of Transportation.

Delivery Certification - Contractor shall secure a signed receipt from the agency certifying to delivery of vehicle. Special attention should be given to such items as:

- Bill of materials
- One set of manuals (as described under Equipment & Manuals), including those for accessory equipment.

In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

Shipping Dates And Delivery Time -

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.
- Contractor shall provide ordering agency with anticipated shipping date of completed vehicle with written acknowledgement of order.
- Contractor shall furnish the agency with written acknowledgement of the shipping date at least two weeks prior to shipment.
- If shipment will not be made within the stated delivery time, the Contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the vehicle will be shipped. Should the delay not be acceptable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

GENERAL TERMS AND CONDITIONS (Cont'd)

SERVICE:

Authorized service dealers of the vehicle and/or equipment manufacturers must be available within New York State.

Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a New York State certified service shop. Service shall include not less than the following: Lubrication (including all door hinges greased); wash; engine tune-up; wheel alignment and wheel balancing; for In-State deliveries - NY State (DMV) Inspection and NY State (DOT) Inspection; body condition check; and all other checks and adjustments required for insuring quality of workmanship and finish and for proper servicing of a new vehicle. Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and proper coolant content in the cooling system. It shall be the contractor's responsibility to insure that, prior to inspection, all components and accessories specified have been properly installed.

Prior to vehicle delivery, the entire vehicle body, wheel housings, roofs, windows, windshields and all doors shall be water tested as follows:

- Water test shall consist of a series of nozzles (no less than 10 if stationary nozzles) which are strategically located around the perimeter of the vehicle being tested (or that can freely move around such perimeter) so as to spray water over the entire vehicle surface, with each nozzle capable of directing a force as indicated below.
- Nozzles shall eject a volume of water no less than 1.5 gallons per minute under a pressure of no less than forty (40) pounds per square inch measured at the nozzle tip.
- Vehicles shall be no less than twenty-four (24) inches from nozzles.
- Contractor shall be required to water test each vehicle under the conditions set forth above for no less than ten (10) minutes in order to determine body leaks at window areas, door areas, roof panels, joints, seams, vent openings, etc.
- Contractor shall take necessary corrective action when body leaks are found to exist on tested vehicle, and conduct additional water test(s) to re-check for body leaks following corrective actions.
- Contractor must certify successful completion of test for all vehicles prior to delivery.
- Evidence of water leakage following vehicle delivery shall be cause for rejection of vehicle and withholding of payment until leaks are corrected.

CONTRACTOR GUARANTEE:

The vehicle shall be new and of current production. Any combination of options and colors, as ordered, must be available as a factory order. Delivery of dealer-stocked buses will not be accepted. The manufacturer's standard warranty for both the chassis and the body if more than one (1) year shall apply to the vehicle and warranty service shall be gratis at any dealer's shop anywhere within New York State. No award will be made to a dealer for equipment to be delivered and serviced outside his territory unless the manufacturer of the equipment guarantees in writing to the Office of General Services to service such equipment wherever located in New York State. The contractor shall guarantee all equipment furnished for a period of one (1) year from in service date (with no mileage limitation) if such equipment is not included in the vehicle manufacturer's standard warranty. This guarantee shall include defective materials and workmanship. If, during this period, repairs and/or parts replacement become necessary due to defective materials and workmanship, the contractor (at no cost) shall furnish all necessary labor and materials for remedy to the State or recipient organization.

GENERAL TERMS AND CONDITIONS (Cont'd)

CONTRACTOR GUARANTEE: (Cont'd)

The contractor will be responsible for the cost of pick-up and return delivery to the contractor's shop of any vehicle with a warranty claim within ninety (90) days after delivery. In lieu of the warranty work being performed in the contractor's shop, the contractor may arrange to have the work done by a local authorized dealer within fifty (50) miles of the recipient organization or State Agency. In this case, the contractor is still responsible for the cost of pick-up and return delivery.

For any warranty claim after ninety (90) days the contractor must arrange to have the work performed by a local dealer within fifty (50) miles of the recipient organization or State agency. If a local dealer is not available within the fifty (50) miles, the contractor will be responsible for the cost of pick-up and return delivery to the contractor's shop of any vehicle for the duration of the warranty period.

All warranty work must be performed within ten (10) calendar days after the contractor or his designated dealer receives the vehicle. All pick-up and post-delivery must be accomplished within 48 hours of certification of vehicle availability.

If the contractor fails to abide by the terms and conditions as set forth in the Contractor Guarantee clause, the recipient organization or State agency will have all necessary warranty work performed by a local service facility and charged back to the contractor.

WARRANTIES:

All equipment furnished under this contract shall be warranted for a minimum period (unless otherwise noted under detailed product specifications) of one (1) year, regardless of mileage. The vehicle body must be warranted under the terms of the OEM manufacturer's standard warranty covering the integrity of the vehicle body internal steel frame structure (including corrosion damage) and/or fatigue failure for a period of five (5) years or 150,000 miles. This warranty applies to the following major components: vehicle body consisting of all internal structure and components that constitute the passenger compartment; any portion of the chassis that has been modified and integrated with the fabricated passenger compartment; the windshield frame, including the area on both sides of the front cowl, the driver's door and door frame and the chassis frame rails that support the passenger compartment on vehicles with a GVWR less than 16,000 lbs. Compliance to the described warranty terms shall be the responsibility and obligation of the awarded contractor. Warranties in this document are in addition to any statutory remedies or warranties imposed upon the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original procuring agency each complete vehicle and specific subsystem as described above.

Vehicle chassis warranty shall be a minimum of three (3) years or 36,000 miles.

On products with condensing units (e.g. Air Conditioner), the guarantee on such units shall be extended for an additional one (1) year, unless manufacturer's standard warranty is two (2) years or more on such units.

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 warranties.

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

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

FINANCIAL STABILITY:

If requested, bidder must document its ability to service the contract with dollar sales volume similar to the 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.

RECALLS:

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

GENERAL TERMS AND CONDITIONS (Cont'd)

FORD FIN CODE NUMBER:

In reference to the Ford Motor Company FIN Code Number, for further information, please contact Ford Motor Company Government Sales at (609) 266-4040.

ADVERTISING:

Except for inconspicuous identification plates, serial number plates, precautionary instruction plates, etc. no name, trade mark, decal or other identification, other than that of the manufacturer, shall be applied to the vehicle (and shall be limited to one 5" x 7" label). IDENTIFICATION OF BUS AND EQUIPMENT DEALERS AND INSTALLERS SHALL NOT BE ATTACHED TO THE VEHICLE. ANY INSTANCE OF VIOLATION OF THESE RESTRICTIONS WHICH INCURS COST TO THE STATE FOR REMOVAL OF SUCH ADVERTISING WILL BE DEDUCTED FROM CONTRACTOR'S OUTSTANDING VOUCHER.

EQUIPMENT AND MANUALS:

Vehicle Manufacturer shall furnish vehicle floor plan layouts (for each classification) that include vehicle dimensions upon the request of the NYS Department of Transportation, Public Transportation Bureau.

All items of standard equipment that are normally provided by the vehicle manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book, as being included with the option shall be furnished. Appropriate owner's manuals, service manuals, parts catalog for body chassis and optional equipment, color-coded, function-coded and numbered wiring schematics, and floor plans must be provided at time of delivery (one set per delivery location – pricing for additional copies of any manual shall not exceed the MSRP price). This shall include manuals for the chassis, body (vehicle schematics) and all optional equipment for which there are separate manuals.

PILOT MODEL INSPECTIONS:

For each classification of vehicle, with the first units being ordered by NYSDOT, the Contractor shall furnish a pilot model of the equipment offered for inspection at the Manufacturer's plant.

All units delivered under the purchase order(s) shall conform to the approved pilot model. Pilot model must be fully prepared for inspection in accordance with these specifications. Cost of subsequent inspections (including personnel-hours) required because pilot model has not been properly prepared for inspection may be charged to the Contractor.

It is anticipated that a minimum of one inspection of the product specified in this solicitation will be required, which will be performed by at least one employee, as determined by the ordering agency.

Refusal by the Contractor to provide payment for required travel expenses that are the consequence of subsequent inspections (including personnel-hours) required because pilot model(s) have not been prepared for inspection, may result in contract cancellation at the Contractor's expense.

PRE-PRODUCTION MEETING:

Subsequent to a contract award, a meeting may be held between the contractor (manufacturer's representatives) and appropriate State personnel for the purpose of reviewing the specifications to insure against any misunderstandings or improper interpretations.

The contractor shall advise the State of all design changes including component style or performance changes, which their offer has undergone since their last delivery, and/or offer on previous solicitations/contracts. The State reserves the right to a Pre-Production Meeting in each year of a multi-year contract.

GENERAL TERMS AND CONDITIONS (Cont'd)

PAYMENT:

Due to constantly increasing finance charges and other costs to the contractor, it is imperative that the purchaser makes every effort to process the vouchers for payment by the comptroller within a reasonable period of time. However, if there are any problems which will delay payment, the contractor should be notified.

When a bus is delivered to a State agency, the agency shall process the voucher for the full amount of the contract price if, in its opinion, the bus is in compliance with the specifications. However, if poor workmanship and/or minor deviations exist, the State agency may withhold up to 20% of the contract price upon delivery and delay payment of the balance until the contractor has made all necessary corrections. The State agency may withhold the full amount of the contract price, if in its opinion, the bus contains major deviations from specification. All claims of contract deviation should be issued directly to the contractor in writing.

EMISSIONS CONTROL/REGULATIONS:

Vehicles and engines shall comply with the regulations of the Federal Government and New York State that govern the control of air pollution from new motor vehicles and new motor vehicle engines in effect on the date of manufacture.

Each bidder shall supply with the submission of its bid the USEPA issued Certificate of Conformity for the chassis engine/model year bid for confirmation of compliance with current federal emission regulations.

MOTOR VEHICLE REGULATIONS:

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

DMV AND DOT INSPECTION:

All vehicles must be delivered with complete NYS DMV and/or NYSDOT Inspections. **In the event a vehicle is delivered uninspected, \$250.00 will be deducted for each vehicle from the invoice by the agency to cover the cost of the inspection and to compensate for time.**

AMERICANS WITH DISABILITIES ACT (ADA):

The Federal ADA, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidders are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals.

Although it is not mandatory for bidders to have this equipment in order to receive an award, it is necessary to identify any such equipment they have which falls into the above category.

EMERGENCY PURCHASING:

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

GENERAL TERMS AND CONDITIONS (Cont'd)

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

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

OVERLAPPING CONTRACT ITEMS:

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

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. Lower in price
-and/or-
2. Available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

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

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

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

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

GENERAL TERMS AND CONDITIONS (Cont'd)

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish reports containing total sales for both state agency and authorized non-state agency contract purchases every six months (calendar). Reports for the period of January – June are due no later than July 15th and reports for July – December are due no later than January 15th.

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

The report shall be provided in the following (or similar) format for each authorized distribution channel. The appropriate sales report form is forwarded to each contractor at time of award or shortly thereafter for completion in accordance with the contract terms and conditions:

Contract Item No.	Item & Option Sales Category	Quantity	Value Each	Grand Total
1	Total Base Item Units Sold to Political Sub-Divisions	400	\$100,000.00	\$40,000,000.00
	Options (Total Value of Options Sold)		\$100,000.00	\$100,000.00
	Sub-Total Sales of Base Item & Options (Political Sub-Division)			\$40,100,000.00
	Number of Alt Fuel Buses sold and what fuel type			
	Total Base Item Units Sold to State Agencies	10	\$105,000.00	\$1,050,000.00
	Options (Total Value of Items Sold)		\$ 50,000.00	\$ 50,000.00
	Sub-Total Sales of Base Items & Options (State Agencies)			\$1,100,000.00
	Number of Alt Fuel Buses sold and what fuel type			
	Grand Total All Sales Base Item & Options			\$41,200,000.00

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Purchasing Officer listed on the front on this Invitation for Bids or subsequent award document. The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

POOR PERFORMANCE:

Agencies should notify Procurement Services' Customer Services promptly if the contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the agency should also be reported to Customer Services:

Office of General Services	Tel: 518/474-6717
Procurement Services Group	Fax: 518/474-2437
Customer Services Coordination	Email: customer@ogs.state.ny.us
37 th Floor Corning Tower	
Empire State Plaza	
Albany, NY 12242	

GENERAL TERMS AND CONDITIONS (Cont'd)

WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:

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

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

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

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

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

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

2. Proof of Compliance with Disability Benefits Coverage Requirements:

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

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

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

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

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: The Office of General Services, Procurement Services Group, Team 5, 38th floor, Corning Tower, Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

END OF GENERAL TERMS AND CONDITIONS

DETAILED PRODUCT SPECIFICATIONS

GENERAL:

These specifications describe forward control and conventional front entrance type buses designed with forward facing seats for adults.

All buses to be provided shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 220, FMVSS 221, and FMVSS 214, Part 38 of the American's with Disabilities Act (ADA), and New York State Department of Transportation (NYSDOT) regulations outlined under NYCRR Chapter VI, Article 3, Part 720-721 or any amendments thereto, except as relating to school buses. (Unless otherwise stated, wheelchair lift/ramp equipped buses shall be defined as ambulettes under NYCRR Part 720-721 regulations).

All the manufacturer's standard components shall be included unless otherwise specified. Vehicle chassis shall include all Original Equipment Manufacturer (OEM) standard items required for bus service.

Unless otherwise stated, the following detailed product specifications ("Chassis," "Tires," "Body," "Rustproofing," "Seating," "Windows," "Wiring," "Finish" and "Optional Equipment") shall apply to all vehicle classifications. Specific requirements for each vehicle size are listed under "Vehicle Classification."

CHASSIS:

The specified Gross Vehicle Weight Ratio (GVWR) for each "Type" of vehicle shall be the OEM's original rating and no other rating for the GVWR shall be used. The GVWR and individual axle GAWR (Gross Axle Weight Rating) shall not be exceeded when loaded with the specified number of adult passengers, including the driver. The general requirements for all classifications shall include: 4, 5 or 6 speed automatic transmission with heavy duty or additional oil cooler; automatic slack adjusters (per FMVSS 105 & 121, GVWR over 7,716 lbs. hydraulic or with airbrakes); chassis manufacturer's heaviest duty suspension system (front and rear) available for GVWR specified; tires as listed below shall be as required to meet the GVWR specified; power steering; ABS power brakes (per FMVSS 105 & 121, with GVWR over 10,000 lbs. hydraulic or with airbrakes); chassis manufacturers heaviest duty cooling system available for chassis supplied and protected to minus 30°F; dual batteries (minimum 650 CCA each) which shall have protective rubber jacket at connection terminals (pigmented red to indicate positive and black to indicate negative); drive shaft guard(s); tilt steering wheel; front bumper (OEM Chrome); rear tow hooks; OEM horn(s); lights (including OEM daytime running headlights); reflectors; reverse alarm; mirrors conforming to Federal and New York State Regulations (including driver's windshield mounted rear view mirror, which shall be provided when applicable); provide manufacturer's standard dash-mounted gauges (not lights); and a foot- or hand-operated parking brake shall be provided on all types. Duplicate keys shall be furnished with each bus. Ready access to engine compartment is required for servicing and routine maintenance of engine and engine components. Exhaust system shall be at the rear of the vehicle and shall exit on the opposite side of the vehicle from the wheelchair lift, and shall meet current USEPA emission requirements.

All medium duty buses (16,000 lbs. GVWR and above) equipped with a wheelchair lift and wheelchair station(s) shall have an OEM approved Air Ride Suspension, regardless of item or option number. All vehicles (regardless of GVWR) equipped with a wheelchair lift and wheelchair station(s) shall have installed on the location side (rear right) of the wheelchair lift a rear suspension helper spring (to offset the increased weight of lift). Type I, I-A, II and III vehicles shall have the ability to install wheelchair lift in two locations, the rear right (curbside) or directly out the rear of vehicle (back). Units constructed with wheelchair lift operating out of the rear of the vehicle shall have rear suspension helper spring installed on both sides of the rear axle.

In the event a standard sedan door on the driver's side is not part of the bus construction, a keyed handle operated locking device shall be provided on main entry and emergency door. (Padlock and hasp are not acceptable).

TIRES:

- Types I, I-A, II, II-LF, III, and III-LF: - Manufacturer's standard all-season radial tread or rib tread w/ mud and snow rear.
- Types IV, V and VI: - Radial "H" rated 16 ply, rib tread front w/mud and snow rear, or approved equal.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

BODY:

The body design shall include the following:

- Body Structure – Shall consist of a heavy-duty integral steel body roll cage structure (from curbside to streetside floor connections) fabricated of square or rectangular tubing (or structurally equivalent hat section member) and be in full compliance with Title 17 NYCRR Part 720.4(b)(1). No wood or paper products shall be utilized in the construction of sidewall, roof or transition body panels. Roll cage shall extend forward sufficiently to protect driver in the event of rollover. Documentation consisting of detailed explanation and dimensional drawing supporting the body structures compliance shall be supplied with bid submission for each vehicle classification, including current substantiating documentation (not older than 5 years unless the structure has not been significantly modified as defined by 49 CFR 665) confirming compliance with FMVSS 220, 221 and 214.
- Emergency Exit Door – Shall be at the rear center of the bus (or rear right-curbside for Type I, I-A, II and III vehicles), and emergency exit windows, as described in Title 17 NYCRR Part 720.5. An interior locking device (vandal lock) shall be provided for emergency exit door(s) and an LED driver station warning light shall be provided to indicate when door is locked. A device shall be installed to prevent the engine from starting when the door is locked. Exterior door handle shall be non-locking. When located at the rear center of vehicle and not utilized as a special service door, door shall be constructed with two (minimum 12” x 18”) windows situated at the top and bottom of door. Door surround shall be stainless steel. Door shall be affixed with stainless steel hinges and fasteners or hex rod (aluminum or zinc die cast hinge with stainless steel pin also acceptable).
- Entrance Door(s) - A “walk through” minimum 74” high headroom right front entrance door with a minimum clear entry opening of 30” constructed with top and bottom (or length of door) viewing windows and a heavy duty interior manual or power control opener shall be provided. Door leading and sectional edges shall be equipped with approximately 2” extruded rubber edges to form weather-tight seal. Door shall be affixed with stainless steel hinges and fasteners or hex rod (aluminum or zinc die cast hinge with stainless steel pin also acceptable). Entrance door shall comply with FMVSS 217.
- Overhead Hand Rail - For vehicles in excess of 22’ (feet) in length, two (2) full-length overhead (ceiling) handrails shall be provided and securely attached to roof structure meeting plates welded to the roll cage structure, which shall be continuous except for a gap at the rear doorway, in accordance with Part 38 of the ADA.
- Door Entry Grab Rails (right and left side) - Shall be installed parallel to the steps, securely fastened and a minimum 1 ¼ ” diameter made of stainless steel powder coated material, or non-slip approved equal, and shall be a high visible yellow in color, accessible from first step to floor of vehicle.
- Padded Panels - Shall be provided with vertical stanchion behind step well and driver’s seat (no less than 5” from floor).
- Wheelchair Lift Protective Panel - Protective panel with vertical stanchion (consistent with Door Entry Grab Rail specification), constructed of durable material, shall be installed directly adjacent to the wheelchair lift (when installed) to prevent shearing action between the lift platform and vehicle floor or door jams in conformance with Title 17 NYCRR Part 720.8(a)(3)(b).
- Entrance Step - Shall be a low height, front entrance step (lowest practical) and shall comply with ADA 1192.
- Steps - All step edges shall be a minimum of 10” in depth and have a high visible yellow nosing band running the full width of each step. Types I, I-A, II, and III buses shall have a maximum of 2 steps (not including ground to first step) with risers not to exceed 10” in height. Type II and Type III are allowed an additional step with raised floor option (but not to exceed 10” rise requirement). Steps shall comply with ADA 1192.
- Floor Assembly - Shall be insulated and shall include a minimum 5/8” thick marine grade plywood with a light colored (e.g. light gray), rubber floor covering that shall meet FMVSS 302 and ADA requirements for slip resistance. Floor covering shall be a minimum .140” thick ribbed on steps (if installed) and in the aisle and .124” thick smooth under the seats. Floor shall be securely fastened to galvanized steel or aluminum (minimum 0.040” thick) belly pan installed on chassis frame. Floor on Type IV shall be flat from rear of front wheel well to rear of vehicle.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

BODY: (Cont'd)

- Interior Paneling - Minimum 24-gauge metal (embossed or with bonded vinyl fiberglass), .040" FRP, or approved equal finish.
- Insulation - Fiberglass, resin-hardened-honeycomb (FRP) material, polyurethane, or closed cell EPS foam insulation in walls and ceiling (minimum R-value of R-6).
- Driver Seat - Manufacturer's standard high back, fully adjustable (vertically & horizontally – electric or air power seat pedestal) with lumbar support and suspension seating (minimally spring suspension), foam padded, fabric upholstered w/ retractable 3-point lap/shoulder seat belt which shall be in compliance with FMVSS 209 & 210. Seat color shall compliment interior seating color. Driver Barrier measuring approximately from padded panel to ceiling (no less than 2" from ceiling and padded panel), constructed of transparent durable plastic material, or approved equal, shall be installed directly behind driver seat.
- Mirrors (dual exterior rear view) - Shall be a minimum 7" x 9" on Types I, I-A, II, II-LF, III and III-LF, and shall be a minimum 7" x 15" on Types IV, V and VI. A driver side separate convex mirror shall also be provided.
- Extension Arms - Shall be provided on mirrors to allow for a clear and unobstructed view to rear regardless of vehicle width.
- Mirror Frames and Extension Arms - Shall be made of rustproof material (i.e. stainless steel/durable plastic) and shall be adequate to prevent excessive vibration of the mirror(s).
- Lighting (Interior) - Minimum of four (4) overhead dome lights in passenger area and lights at entrance step & lift platform (when specified or ordered) shall be provided. Types IV, V and VI shall be full passenger area or dual strips fluorescent lighting down the center aisle ceiling, or area of luminescence equivalent to 75% of what fluorescent lighting provides. Minimum of one (1) overhead dome light over driver area controlled independently.
- Caulking - All body joints, doors, windows and vent openings shall be properly caulked and sealed to prevent water leakage into vehicle. Joint strength and window caulking shall be capable of withstanding water seepage from required vehicle water test.
- Interior Trim and Padding - All interior panel joints shall be covered with matching trim strips or moldings and all sharp edges, protrusions, corners etc. shall be finished in such a manner to prevent possible injury. (If vacuum lamination is used, joints shall be securely bonded and provide a finished appearance). Any exposed wheelchair lift support brackets, air conditioner units or other similar items shall be padded to prevent injury.
- Heater(s) - Sufficient BTU capacity of front and rear under seat heaters shall be provided to attain a 50°F temperature rise from a mean ambient winter temperature of 21°F. A dash mounted circulating fan shall be provided for increased circulation of heating and defrosting in driver area. Interior temperature shall be uniform throughout passenger compartment area. Shut-off valves shall be provided for shut-off of main and auxiliary heaters. The valves shall be located below or behind the driver's entry step well and labeling shall be provided that clearly indicates shut-off valve location to the driver. Passenger compartment heater hoses shall be equipped with full-flow quarter-turn valves located in a protected location. Location of valves shall be indicated with a label stating "Heater Shutoff Valves" and located to be visibly obvious. All heater hoses shall be supported at a maximum of twenty-four (24) inch intervals by clamps.
- Exterior Lighting (Brake, Turn, Clearance, Back Up and Tail, License Plate) - All exterior body lights (non-OEM chassis) for these purposes must meet current SAE standards and shall be sealed Light Emitting Diode (LED) type lights on an active regulator circuit that assures uniform illumination of all the LED lighting down to 8 volts. All exterior clearance lights shall be armored (or low-profile design or sufficiently body-recessed) to provide protection from impact of branches, etc.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

BODY: (Cont'd)

- Batteries - Shall be mounted in an easily accessible enclosed battery box with stainless steel (or an acceptable non-corrosive material) slide out (with roller track) battery tray located in the vehicle skirt or driver's step and shall include a clearly labeled disconnect switch that shuts off all current to the bus body. Battery Box shall be accessible through a hinged door access which shall be labeled in conformance with Title 17 NYCRR Part 720.6(a). Door shall be affixed with stainless steel fasteners. Type I, I-A, II, II-LF, III and III-LF gas chassis shall maintain OEM battery location under hood. Auxiliary battery shall be mounted in accessible tray per specification.
- Safety Vent (three way) - Shall be installed and evenly distributed for each 12' (feet) of longitudinal roof area. Vent(s) shall provide for fresh air ventilation, static type exhaust with fresh air ventilation and static type exhaust; and shall be equipped with release handle to provide for emergency exit. Size shall be approximately 23" x 23".
- License Plates - Provisions shall be made for the mounting of standard U.S. license plates on the front and rear of the vehicle and shall comply with SAE J686.
- Gutters/Drip Molding - Shall be installed above all vehicle windows and doors, preventing water from draining onto doors and windows.
- Mud Flaps (front and rear) - Shall be manufacturers standard. Labeling and Advertising is prohibited, other than for necessary safety information.
- Bumpers (front and rear) - Shall be made of, or covered with, a rustproof material. Front bumper may be OEM chrome. Rear bumper shall be stainless steel or high density rubber/plastic (i.e. HELP bumper) and shall be affixed to body using corrosion resistant material hardware with rustproofing applied to finished installation.
- AM/FM/CD Digital Clock Radio - Shall be manufacturers standard with 4 recessed speakers installed in body.
- Fire Extinguisher (U/L or Factory Mutual Laboratories approved) (2lbs.), First Aid Kit (10 unit), Flares & ICC Reflectors, Fire Blanket (bagged and mounted), and a Seat Belt Cutter - Shall be provided and shall be in compliance with FMVSS regulations and Title 17 NYCRR Part 720.7(a). Items shall be located in a readily accessible location to the driver (seat belt cutter must be accessible while driver is in belted driver's seat position) in the front entry area of the vehicle. Equipment location shall be clearly identified.
- Storage Container - Shall be provided and recessed in the center front cap portion of the vehicle or positioned over the driver's area if the front cap portion is used for destination signage or air conditioner evaporator placement. The container must be sealed and must not have any exposed wires, protrusions or sharp edges.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

RUSTPROOFING*:

With the exception of OEM chassis, the interior of doors, walls, pillars, windshield framing, headers, headlamp recesses, hood braces and all double panel areas shall be treated with a rustproof process material, which shall be listed on the Qualified Products List under Military Specification MIL-C-62218A. Holes drilled in doorposts, edges, sills, etc. for the application of corrosion-protection material shall be plugged with rubber, neoprene, plastic plugs, or approved equal.

The body structural framing shall be suitably treated against corrosion prior to finish panel attachment. Special attention is required to welded areas. All sidewalls shall be protected with epoxy primer to protect structure from corrosion. All window line tube structure shall be protected with DuPont Corlar 2.1-ST Satin High Solids Epoxy Mastic, or approved equal, to protect tube structure from corrosion.

All joints and connections of dissimilar metals shall be isolated to minimize the effects of galvanic corrosion.

*NOTE: Rustproof requirement as detailed above does not apply if manufacturer can certify all components listed above have been zinc coated prior to finish coating application. Certification must be supplied with bid submission. Entire underside of vehicle, including floor members and chassis fenders, shall receive a nonflammable rustproof undercoating at the time of manufacture. Rustproof undercoating shall be applied to a uniform thickness with no bare spots.

SEATING - UPHOLSTERED TRANSIT TYPE SEATS:

The seating capacity of the base item bus shall be as stated at the VEHICLE CLASSIFICATION "Type" level hereinafter. The capacity shall provide for simultaneous seating of all stated types of seating. Seat assemblies and components of identical seats shall be mechanically interchangeable.

Mid-high back, adult passenger seats shall be supplied in individual passenger modules, Freedman model "Feather Weight" with knee saver, or other approved equal. All ambulatory seats shall be forward facing except when wheelchair positions preclude doing so. Seat cushions per passenger shall be a minimum of 17" in width and 17" in depth, and seat back shall be a minimum of 22" in height. All cushions and seat back covers shall have easily removable covers, replaceable without removing the seat from the bus. All seat cushions in the bus shall have identical upholstery and a spring suspension system. Seats shall have a swing-up armrest securely attached to the aisle end of each seat.

Minimum seat widths shall be 17" single and 34" double seats. Aisle width shall be a minimum of 14".

Entire seat frame, except mounting brackets shall be enclosed in energy absorbing materials. Seat covers shall be transit grade vinyl, 36 oz. per linear yard (Cameo/Predictions), or approved equal, or transit grade fabric produced from Marquesa Lana Yarns-Interweave, or approved equal. All cover materials must meet FMVSS 302 flammability requirements. Seat foam must meet ASTM D-3675 Radiant Flammability Test.

An approved retractable style lap-type seat belt shall be provided for each seating space and shall be in compliance with FMVSS 209 & 210. Belt retractors must not interfere with seating space, and two (2) seat belt extensions shall be provided with each vehicle. All shoulder belts, where installed, shall be affixed into a metal structural member that is secured to the floor framing.

Grab handles/grab rails shall be provided on seat backs of all forward facing seats (including flip seats) and shall be mounted/welded to seat frame structure. This does not apply to seats positioned immediately forward of the rear wall or immediately forward of the wheelchair lift.

WINDOWS:

Passenger windows shall be "T" slider top ventilating or push-out horizontal transit slider type with a minimum 28% tint (light reduction in the passenger compartment). Side and rear windows shall be metal frame construction (painted black) with tempered safety or laminate glass and shall meet FMVSS 217 retention requirements.

Window sizes on Type IV shall be a minimum of 38" high x 28" single or 56" doublewide.

Rear windows are required and shall be manufacturer's standard (but 3" x 18" minimum on Type I and 6" x 18" minimum on all other classifications) on each side of emergency exit door or special service door. Emergency exit door, when located in rear of vehicle, shall include lower window.

Window placement shall conform to manufacturer's standard spacing for length of vehicle offered. Placement and installation of the windows shall not diminish the structural integrity of vehicle.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

WIRING:

All wiring shall conform to current SAE standards and shall be properly sized to carry the required current without voltage drop or overheating. All wiring shall be color-coded and function-coded for easy identification. Wiring shall be adequately protected from damage and corrosion by water, solvents, road debris, grease, oil, fuel, abrasion or chafing. Wiring and cables subject to extreme heat shall be protected by heat shields. Loose or exposed wiring in driver or passenger areas is prohibited. Grounding wires shall not pass through any hinged door.

Wiring associated with non-OEM installation, passing through any body or chassis member, shall be encased in continuous non-flammable conduit. The main wiring harness shall be mounted in a wiring channel inside the vehicle. Wiring, harness and raceways shall be supported at a maximum of twenty-four (24) inch intervals by clamps routed separately from heater hoses or air-conditioning ducts (as possible).

FINISH:

All exterior and interior metal surfaces shall be properly primed with zinc chromate, phosphate or equal rust resistant primer prior to finish coating of acrylic enamel. Finish coat thickness shall provide uniform adhesion and color. Exterior metal joints and seams shall be properly caulked with rust inhibiting material. Fiberglass construction shall be minimum .015 high gloss gel coat (exterior).

A solid white color with a 6" wide solid painted colored stripe shall be offered (agency choice) at no additional cost.

Motor vehicle identification shall be provided as required under Title 17 NYCRR Part 720.3(a), including display of operator name, operator number (if applicable) and lettering of capacity (including wheelchair stations, if applicable).

VEHICLE CLASSIFICATION:

Specific requirements for vehicle size:

Type I:

Capacity shall be 12 adult passengers, forward control Single Rear Wheel (SRW) bus, and shall have completed federal STURAA (Altoona) bus testing of not less than five (5) years/150,000 miles or have been certified as exempt as specified under FTA provisions. Bus shall have minimum 72" continuous passenger aisle headroom meeting the following additional requirements:

- Maximum 10,050 lbs. GVWR.
- Nominal (plus or minus 5") 138" wheelbase.
- Minimum 5.4 liter, V-8 gasoline engine rated minimum 250 HP x 300 lb. ft. torque.
- Body - Maximum 85" interior body width (from sidewall to sidewall). Exterior shall be smooth and free of any visible fasteners. It shall be laminated fiberglass (0.090" - 0.095" thick) siding reinforced with insulation that is foamed in place or resin hardened honeycomb, or minimum 24-gauge exterior laminated galvanized steel siding, or 0.040" thick exterior laminated pre-painted aluminum. Body shall be compliant to all stated General Body specifications. Interior sidewalls shall be fiberglass, vinyl clad aluminum or equal material.
- Floor - Shall be manufacturer's standard construction having a belly pan, insulating marine grade plywood, and transit grade rubber flooring surface material, all as specified previously under Floor Assembly section of Body.

Type I-A:

Same as Type I except:

- Capacity shall be 16 adult passengers.
- Bus shall be Dual Rear Wheel (DRW).
- Bus shall have minimum 74" aisle headroom.
- Minimum 11,500 lbs. GVWR.
- Nominal (plus or minus 5") 138" wheelbase.
- Body - Minimum 90" interior body width (from sidewall to sidewall).

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

VEHICLE CLASSIFICATION: (Cont'd)

Type II:

Same as Type I-A except:

- Capacity shall be 20 adult passengers.
- Bus shall be Dual Rear Wheel (DRW).
- Bus shall have minimum 75" aisle headroom.
- Minimum 14,000 lbs. GVWR.
- Nominal (plus or minus 5") 158" wheelbase.
- Minimum 6.0 liter, V-8 gasoline engine rate minimum 300 HP x 300 lb. ft. torque.
- Minimum 155 amp alternator.

Type II-LF:

Capacity shall be 18 adult passengers, low-floor forward control bus with suspension system "kneeling" feature, and shall have completed federal STURAA (Altoona) bus testing of not less than five (5) years/150,000 miles or have been certified as exempt as specified under FTA provisions. Bus shall have minimum 75" continuous passenger aisle headroom meeting the following additional requirements:

- Minimum 14,000 lbs. GVWR.
- Nominal (plus or minus 5") 158" wheelbase.
- Minimum 6.0 liter, V-8 gasoline engine rated minimum 300 HP x 300 lb. ft. torque.
- Minimum 145 amp alternator.
- Minimum 38" Clear Passenger Entry Opening (passenger steps are not permitted).
- Suspension – Shall have front/rear air suspension with engine mounted air compressor rated minimum 5 CFM @ 100 PSI and 1750 RPM that shall automatically kneel a minimum of 4".
- Body – Exterior shall be smooth and free of any visible fasteners. It shall be laminated fiberglass siding reinforced with insulation that is foamed in place or resin hardened honeycomb craft, minimum 15-gauge exterior laminated galvanized steel siding, or 15-gauge exterior laminated aluminum. Interior sidewalls shall be fiberglass, vinyl clad aluminum or equal material.
- Floor – Shall be single piece insulating 5/8" marine grade plywood with sealed edges and underside of flooring completely sealed from moisture and debris using poly-urea coating, or approved equal, and seamless transit grade flooring surface material, or approved equal. Low-floor must be sufficiently insulated to protect Interior Noise Level, which may not exceed 83 DBA anywhere within passenger compartment area.
- Ramp – Modify vehicle to provide a power (and manual in event of power failure) transit ramp meeting the requirements of Part 38 of the Americans with Disabilities Act relating to vehicle ramps, and have a minimum 3 year/unlimited mileage warranty. Power switches for ramp shall be provided and easily accessible on both the driver console and body exterior near passenger entry opening. Ramp shall deploy through right-side passenger entry opening and be protected from moisture and debris from underside and sufficiently insulated to protect Interior Noise Level. Ramp shall be of aluminum or stainless steel construction, with stainless steel housing. Ramp slope shall not exceed a 1:6 maximum slope when ramp is deployed to sidewalk or roadway.
- Wheelchair restraint system – When selected as an option, spaces for manual or mechanized adult wheelchairs shall be provided. Wheelchair restraint systems and retractable shoulder belts (wheelchair occupant) shall be designed for/have "L" track or "slide & click"/"solo" type mounting.
- Air Conditioning system – When selected as an option, only option (4A) is permitted, and notwithstanding the option (4) specifications, evaporator must be mounted above the driver.

Type III:

Same as Type I-A except:

- Capacity shall be 24 adult passengers.
- Bus shall have minimum 75" aisle headroom.
- Minimum 14,500 lbs. GVWR.
- Nominal (plus or minus 5") 176" wheelbase.
- Minimum 6.8 liter, V-10 gasoline engine rated minimum 300 HP x 300 lb. ft. torque
- Minimum 155 amp alternator.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

VEHICLE CLASSIFICATION: (Cont'd)

Type III-LF:

Capacity shall be 22 adult passengers, low-floor forward control bus with suspension system "kneeling" feature, and shall have completed federal STURAA (Altoona) bus testing of not less than five (5) years/150,000 miles or have been certified as exempt as specified under FTA provisions. Bus shall have minimum 75" continuous passenger aisle headroom meeting the following additional requirements:

- Minimum 14,000 lbs. GVWR.
- Nominal (plus or minus 12") 180" wheelbase.
- Minimum 6.0 liter, V-8 gasoline engine rated minimum 300 HP x 300 lb. ft. torque.
- Minimum 155 amp alternator.
- Minimum 38" Clear Passenger Entry Opening (no passenger steps are permitted).
- Suspension – Shall have front/rear air suspension with engine mounted air compressor rated minimum 5 CFM @ 100 PSI and 1750 RPM that shall automatically kneel a minimum of 4".
- Body – Exterior shall be smooth and free of any visible fasteners. It shall be laminated fiberglass siding reinforced with insulation that is foamed in place or resin hardened honeycomb, minimum 15-gauge exterior laminated galvanized steel siding, or 15-gauge exterior laminated aluminum. Interior sidewalls shall be fiberglass, vinyl clad aluminum or equal material.
- Floor – Shall be single piece insulating 5/8" marine grade plywood with sealed edges and underside of flooring completely sealed from moisture and debris using poly-urea coating, or approved equal, and seamless transit grade flooring surface material, or approved equal. Low-floor must be sufficiently insulated to protect Interior Noise Level, which may not exceed 83 DBA anywhere within passenger compartment area.
- Ramp – Modify vehicle to provide a power (and manual in event of power failure) transit ramp meeting the requirements of Part 38 of the Americans with Disabilities Act relating to vehicle ramps, and have a minimum 3 year/unlimited mileage warranty. Power switches for ramp shall be provided and easily accessible on both the driver console and body exterior near passenger entry opening. Ramp shall deploy through right-side passenger entry opening and be protected from moisture and debris from underside and sufficiently insulated to protect Interior Noise Level. Ramp shall be of aluminum or stainless steel construction, with stainless steel housing. Ramp slope shall not exceed a 1:6 maximum slope when ramp is deployed to sidewalk or roadway.
- Wheelchair restraint system – When selected as an option, spaces for manual or mechanized adult wheelchairs shall be provided. Wheelchair restraint systems and retractable shoulder belts (wheelchair occupant) shall be designed for/have "L" track or "slide & click"/"solo" type mounting.
- Air Conditioning system – When selected as an option, only option (4A) is permitted, and notwithstanding the option (4) specifications, evaporator must be mounted above the driver.

Type IV:

Vehicle Type shall be exempted from the specification requirements of FMVSS 214 as identified above under detailed product specifications.

Capacity shall be 40 adult passengers, conventional front engine bus, with entrance door located behind of the front axle (opposite driver location). Bus shall have completed federal STURAA (Altoona) bus testing of not less than seven (7) years/200,000 miles or have been certified as exempt as specified under FTA provisions. Bus shall have minimum 78" continuous passenger aisle headroom meeting the following additional requirements:

- Minimum 26,501 lbs. GVWR.
- Nominal (plus or minus 5") 254" wheelbase.
- Minimum 200 HP x 500 lb. ft. torque, six (6) cylinder diesel engine complete w/air, fuel and oil filters, fuel-water separator (Racor unit or approved equal), 1800 CCA battery, minimum 200 amp alternator, minimum 110V block heater of adequate wattage to allow ease of starting at temperatures to -30°F and auxiliary hot water heater pump, cold weather starting aid & governor w/fast idle.
- Minimum four (4) speed automatic transmission, Allison 2500 PTS, or approved equal or better.
- Air brakes: Front 15" x 5" minimum and Rear 15" x 8" minimum, or approved equal.
- Exterior siding shall be 25-gauge protected (i.e. galvanized) steel (or 24-gauge aluminum) with smooth surface or laminated fiberglass reinforced with insulation that is either foamed in place or resin hardened honeycomb.
- Nominal (plus or minus 5 gallons) 60-gallon fuel tank.
- Manufacturer's standard rear air suspension system rated at a minimum 20,000 lbs. with dual leveling valves.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

VEHICLE CLASSIFICATION: (Cont'd)

Type V:

Vehicle Type shall be exempted from the specification requirements of FMVSS 214 as identified above under detailed product specifications.

Capacity shall be 32 adult passengers, medium duty purpose built body-on-chassis transit bus. Bus shall have completed federal STURAA (Altoona) bus testing of not less than seven (7) years/200,000 miles or have been certified as exempt as specified under FTA provisions. Bus shall have minimum 78" continuous passenger aisle headroom meeting the following additional requirements:

- Minimum 17,000 lbs. GVWR.
- Nominal (plus or minus 5") 215" wheelbase.
- Nominal (plus or minus 3") 96" width.
- Minimum 25' (foot) length.
- Minimum 200 HP x 500 lb. ft. torque, diesel engine (complete with air, fuel and oil filters), fuel-water separator (Racor unit or approved equal), 12-volt DC electrical system, 1100 CCA batteries and 200 amp alternator with fast idle.
- Minimum four (4) speed automatic transmission, Allison 1000 series or equal.
- Suspension - Front: Coil or single stage leaf spring.
Rear: Manufacturer's standard air.
- Nominal (plus or minus 5 gallons) 55-gallon fuel tank.
- Minimum 38" Clear Passenger Entry Opening (vehicle entry steps are not permitted).
- Shall have front/rear air suspension.
- Body - Exterior shall be smooth and free of any visible fasteners. It shall be laminated fiberglass siding reinforced with insulation that is foamed in place or resin hardened honeycomb craft, minimum 15-gauge exterior laminated galvanized steel siding, or 15-gauge exterior laminated aluminum.
- Interior sidewalls shall be fiberglass, vinyl clad aluminum or equal material.
- Floor - Shall be single piece insulating 5/8" marine grade plywood with sealed edges and underside of flooring completely sealed from moisture and debris, and transit grade flooring surface material. Low-floor must be sufficiently insulated to protect Interior Noise Level, which may not exceed 83 DBA anywhere within passenger compartment area.
- Ramp - Modify vehicle to provide a power or manual transit ramp meeting the requirements of Part 38 of the Americans with Disabilities Act relating to vehicle ramps, and have a minimum 3 year/unlimited mileage warranty. Ramp shall be protected from moisture and debris from underside and sufficiently insulated to protect Interior Noise Level. Ramp shall be of aluminum or stainless steel construction, with stainless steel housing. Ramp slope shall not exceed a 1:6 maximum slope when ramp is deployed to sidewalk or roadway.
- Wheelchair restraints - When selected as an option, spaces for manual or mechanized adult wheelchairs shall be provided. Wheelchair restraint systems and retractable shoulder belts (wheelchair occupant) shall be designed for/have "L" track or "slide & click"/"solo" type mounting.

Type VI:

Vehicle Type shall be exempted from the specification requirements of FMVSS 214 as identified above under detailed product specifications.

Capacity shall be 28 adult passengers, medium duty purpose built body-on-chassis transit bus. Bus shall have completed federal STURAA (Altoona) bus testing of not less than seven (7) years/200,000 miles or have been certified as exempt as specified under FTA provisions. Bus shall have minimum 78" continuous passenger aisle headroom meeting the following additional requirements:

- Minimum 17,000 lbs. GVWR.
- Nominal (plus or minus 5") 215" wheelbase.
- Nominal (plus or minus 3") 96" width.
- Minimum 25' (foot) length.
- Minimum 200 HP x 500 lb. ft. torque, diesel engine (complete with air, fuel and oil filters), fuel-water separator (Racor unit or approved equal), 12-volt DC electrical system, 1100 CCA batteries and 200 amp alternator with fast idle.
- Minimum four (4) speed automatic transmission, Allison 1000 series or equal.
- Suspension - Front: Coil or single stage leaf spring.
Rear: Manufacturer's standard air.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

VEHICLE CLASSIFICATION: (Cont'd)

Type VI: (Cont'd)

- Nominal (plus or minus 5 gallons) 55-gallon fuel tank.
- Exterior siding shall be 16-gauge steel or laminated fiberglass siding reinforced with insulation that is either foamed in place or resin hardened honeycomb, or exterior laminated galvanized steel or approved equal, with smooth surface, rub rails shall be at the skirt on the top with no flutes allowed.
- Step well heaters and lights shall be installed.
- 120 volt electric engine block heater and auxiliary 120 volt hot water heater pump shall be installed.

Type VII:

Vehicle Type shall be exempted from the specification requirements of chassis, body, seating, windows, wiring and finish as identified above under detailed product specifications.

Capacity shall be 6 adult passengers, forward control converted van, and shall have completed federal STURAA (Altoona) bus/converted van testing of four (4) years/100,000 miles or have been certified as exempt as specified under FTA provisions. Van shall have minimum 58" interior headroom meeting the following additional requirements:

- Minimum 5,000 lbs. GVWR.
- Minimum 115" wheelbase.
- Minimum 2.0 liter, 4-cylinder gasoline engine rated minimum 130 HP x 125 lb. ft. torque.
- Minimum 32" Clear Passenger Entry Opening (no passenger steps).
- Ramp – Modify vehicle to provide a power or manual transit ramp meeting the requirements of Part 38 of the Americans with Disabilities Act relating to vehicle ramps, and have a minimum 3 year/unlimited mileage warranty. Ramp shall be protected from moisture and debris from underside and sufficiently insulated to protect Interior Noise Level. Ramp shall be of aluminum or stainless steel construction, with stainless steel housing. Ramp shall be of aluminum or stainless steel construction, with stainless steel housing. Ramp slope shall not exceed a 1:6 maximum slope when ramp is deployed to sidewalk or roadway.
- Wheelchair restraints – When selected as an option, spaces for manual or mechanized adult wheelchairs shall be provided. Wheelchair restraint systems and retractable shoulder belts (wheelchair occupant) shall be designed for/have "L" track or "slide & click"/"solo" type mounting.
- Manufacturer's standard air conditioning.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

OPT.
NO.

OPTIONAL EQUIPMENT:

(1) Wheelchair Lifts * - excluding Types II-LF, III-LF, V and VII:

Modify vehicle to provide and install a wheelchair entrance/exit door(s) (special service door) affixed with stainless steel hinges, door surrounds and fasteners (aluminum or zinc die cast hinge with stainless steel pin also acceptable) with positive fastening device to hold door in the open position ("hold open" feature), a wheelchair lift and wheelchair position spaces for manual or mechanized adult wheelchairs. All items, including lighting, shall be in compliance with the American's with Disabilities Act (ADA) and FMVSS Nos. 403 & 404.

The wheelchair lift shall be automatic electric/hydraulic type (power-up; gravity down) using single or dual hydraulic cylinders. Wheelchair lift unit shall be a Public Use Lift and shall be installed in accordance with manufacturer's standards.

Platform size shall be minimum 30" x 48" (of useable space) and lift capacity shall be minimum 750 lbs. A pendant type operating control with a cable length sufficient to allow operation of lift at outermost platform position shall be provided. Lift platform shall be automatic power fold/unfold design.

A transmission interlock system that utilizes intermittent fault filter technology shall be installed to prevent operation of the lift unless door(s) are opened and transmission is in park with parking brake applied. A manual override system in case of power failure shall also be provided.

Lift electric system shall be protected with fuse or circuit breaker.

Wheelchair lift platform shall be constructed of expanded metal grating with left and right side 3" high safety stops plus a spring loaded or power activated ADA front stop. Wheelchair area opening height shall be a minimum: 56" on buses that are 22 ft. or less, and 68" on buses in excess of 22 ft. in length.

The spring load, deck end, stop shall be retracted while the lift deck is in the load/unload (down) position. This shall enable the operator to load the lift without holding the stop in its retracted position.

Two (2) folding handrails on lift platform measuring approximately 30" Height x 8" Length (minimum) shall be provided. Handrails shall not reduce platform size.

Type I, I-A, II and III vehicles shall include the ability to mount wheelchair lift either on the curbside, behind rear axle, or exiting out the rear of the vehicle. Type IV, V and VI shall have lift mounted on curbside behind rear axle, and Type IV shall also include the ability to mount the wheelchair lift behind or forward of the rear axle on the curbside. Special service door shall be equipped with locking device. (Padlock and hasp are not acceptable).

Labeled dash mounted visual alarm (in compliance with Chapter VI, Article III, Parts 720/721, NYCRR) to indicate special service door is not fully closed, shall be provided.

* NOTE: These are the minimum requirements for a typical wheelchair lift (except when an alternative lift configuration is specified at the Item or Option Level) and its wheelchair stations. When provided as an option or required in the base item, wheelchair restraint systems and retractable shoulder belts (wheelchair occupant) shall be provided and installed and be designed for/have "L" track or "slide & click"/"solo" type mounting.

Wheelchair lift shall be fully guaranteed by manufacturer for twelve (12) months (with no mileage or hour limits) and any in-warranty service required shall be performed without charge to using agency. In addition, wheelchair lift shall be capable of a minimum of 2500 cycle operation with a minimum of 750 lb. load.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

OPT.

NO. OPTIONAL EQUIPMENT: (Cont'd)

- (2) Restraint System (WC & WC Occupant) "L" Track:
Provide and install one wheelchair and occupant restraint system (including lap belt, retractable shoulder belt with height adjustment, floor inserts, retractable wheelchair restraint/tie-downs, and restraint mounting hardware) meeting the required 30" wide ADA envelope (or amendments thereto) adjacent to lift at rear of bus and ADA wheelchair space maneuvering clearances (or any amendments thereto). Wheelchair restraint/tie-downs (retractable), lap belt, and retractable shoulder belt with height adjustment shall be in compliance with FMVSS 209 & 210, shall be forward facing, and shall be a Q-Straint Q-8300-A1-L, or Sure-Lok FF612S-4C, or approved equals. Storage mechanism shall be provided to completely secure belts/straps on bus sidewalls when not in use. (All items shall be installed in accordance with manufacturer's standards and be in compliance with the American's with Disability Act, SAE Standard J2249 and ISO Standard 10542). Instructions on use of the wheelchair restraint system shall be affixed to the vehicle interior at a minimum of one restraint position.
- (2A) Restraint System (WC & WC Occupant) "Slide & Click"/"Solo":
Provide and install one wheelchair and occupant restraint system (including lap belt, retractable shoulder belt with height adjustment, floor inserts, retractable wheelchair restraint/tie-downs, and restraint mounting hardware) meeting the required 30" wide ADA envelope (or any amendments thereto) adjacent to lift at rear of bus and ADA wheelchair space maneuvering clearances (or any amendments thereto). Wheelchair restraint/tie-downs (retractable), lap belt, and retractable shoulder belt with height adjustment shall be in compliance with FMVSS 209 & 210, shall be forward facing, and shall be a Q-Straint Q-8300-A1-SC, or Sure-Lok FF661S-4C, or approved equals. Storage mechanism shall be provided to completely secure belts/straps on bus sidewalls when not in use. (All items shall be installed in accordance with manufacturer's standards and be in compliance with the American's with Disability Act, SAE Standard J2249 and ISO Standard 10542). Instructions on use of the wheelchair restraint system shall be affixed to the vehicle interior at a minimum of one restraint position.
- (3) Seat (3-Step Fold Away Feather Weight) Forward Facing – excluding Type VII:
Provide and install one forward facing fold-away flip seat in place of standard seating at the wheelchair station area which shall be a Freedman BV or AM Foldaway, or other pre-approved equal. Flip seat may be lowered to accommodate two (2) ambulatory passengers, when not in use as a wheelchair station. Seat shall be of the same type and color as standard seats measuring (per passenger) a minimum of 17" in width x 17" in depth x 22" in height as measured from the edge of the cushion. Raising/lowering of the seat shall be accomplished manually and shall include a lock to secure the seat in the raised position. Combination of seat and seat back in the raised position shall not exceed 12" in depth. Raised seat plus wheelchair shall not block legal aisle. Seat belts shall be provided at each seating location to accommodate an adult ambulatory passenger and shall be in compliance with FMVSS 210. Seats shall have a swing-up armrest securely attached to the aisle end of each seat.
- (4) Air Conditioning System – excluding Type VII:
Provide and install air conditioning system that shall be designed with sufficient BTU cooling capacity to provide a balanced cooling system capable of maintaining a 75°F inside temperature vs. an outside temperature 95°F and a relative humidity of 50%, with ability to continuously decrease temperature inside vehicle (as measured from the approximate vehicle center) a minimum of 1°F for every ninety (90) seconds. (Air Conditioner Manufacturer's Certification that performance requirement for vehicle type can be met must be submitted with bid). Air Conditioning systems shall incorporate an engine driven or independently driven condenser fan. Passenger area evaporator system shall be separately controlled from a control station at the driver's position. Air conditioning systems shall use R134a refrigerant. All system components subject to corrosion from moisture shall be aluminum, copper, stainless steel, galvanized, or epoxy coated. All hoses shall be supported at a maximum of twenty-four (24) inch intervals by clamps.

Air Conditioning system condenser shall be located in vehicle skirt area. A distribution system shall also be provided with directional and adjustable discharge ports. Air Conditioning system units with ceiling mounted distribution system shall be installed so as not to intrude from the rear bulk head more than approximately 9" (inches) horizontally into the passenger compartment. Any sharp edges and/or exposed metal associated with the AC unit must have these edges/surfaces appropriately padded to provide for passenger head protection. (Aisle height requirements on all type buses will be measured from a point directly in front of the AC unit). Side mounted evaporators are not permitted.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

OPT.
NO. OPTIONAL EQUIPMENT: (Cont'd)

(4) Air Conditioning System – excluding Type VII: (Cont'd)

Air Conditioning systems requiring more than 50,000 BTU and over 1200 CFM shall be a dual compressor system, which includes an independent compressor in addition to the OEM supplied chassis compressor. BTU and CFM capacities (rear system and front chassis system together) considered as minimum required are as follows:

<u>Classification</u>	<u>BTU</u>	<u>CFM</u>
Type I	30,000	800
Type I-A	40,000	800
Type II, II-B	48,000	800
Type III, III-B	68,000	1,600
Type IV, V and VI	80,000	2,400

Type III & III-B vehicles shall have an alternator with a minimum output of 170 amps when this option is installed.

(4A) Air Conditioning System (roof mounted unit) – excluding Type VII:

Provide and install same requirements as Option 4, except air conditioning system condenser shall be roof mounted unit.

(5) Diesel Engine – Types I & I-A only:

In lieu of standard engine and at such time as when available from the OEM chassis manufacturer which has been bid for the vehicle classification, provide a diesel engine with minimum 230 net HP with 350 foot pounds of torque – with single or dual alternators with a minimum total output of 255 amps, electronic fast idle, dual batteries, block heater (120 volt), fuel-water separator (Racor unit or approved equal) and 5-speed automatic transmission.

(6) Diesel Engine – Types II & III only:

In lieu of standard engine and at such time as when available from the OEM chassis manufacturer which has been bid for the vehicle classification, provide a diesel engine with minimum 230 net HP with 350 foot pounds of torque - with single or dual alternators with a minimum total output of 255 amps, electronic fast idle, dual batteries, block heater (120 volt), fuel-water separator (Racor unit or approved equal) and 5-speed automatic transmission.

(7) Raised Floor – Types I-A, II & III only:

Provide a flat floor that is raised above wheel well level of same quality and materials as base floor assembly (see body section).

(8) Supplemental ADA Transit Package – Types III, III-LF, IV, V & VI only:

Provide and install the following items (All items to be in compliance with American's with Disability Act): Front and side lettered destination signs – roller type (15 locations minimum), interior/exterior PA system, pull cord and push button chime signal system (at wheelchair positions), two-way radio pre-wire with 30 amp fused circuit, consisting of roof mounted antenna location access, antenna cable conduit with pull cord, and a dedicated circuit with electrical wire terminating in drivers area.

(9) Delete Seat Belts – Types IV, V & VI only:

Delete seat belts for all stationary seats.

(10) 32 Adult Passenger – Type IV only:

Provide a conventional front engine bus, with entrance door located behind of front axle (opposite driver location). Identical specifications as described under Type IV classification vehicle size (40 adult passenger) with the following exceptions:

- Capacity shall be 32 adult passengers
- Nominal (plus or minus 3") wheelbase of 215"

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

OPT.

NO. OPTIONAL EQUIPMENT: (Cont'd)

(12) Fiberglass Seating – Types IV, V & VI only:

Provide and install fiberglass transit style seating (Freedman CitiSeat model or approved equal) in lieu of previously specified upholstered seating.

(13) Remote Mirrors – Types IV, V & VI only:

Provide and install transit style remote exterior heated mirrors.

(14) Battery Hybrid System Propulsion – Types II, II-LF, III, III-LF, IV, V & VI only:

In lieu of standard equipment gasoline/diesel engine, provide hybrid-electric automatic transmission with propulsion system that incorporates a higher efficiency gasoline or diesel engine and driveline capable of converting kinetic energy into electrical energy and storing it for future use. This energy shall be stored in a maintenance free storage system comprised of nickel-metal hydride or lithium-ion battery pack(s) and provide a nominal output of 288 volts. High voltage battery pack(s) shall be protected to prevent physical damage from road debris and to protect against environmental hazards. Engine alternator vehicle electrical system capacity can be reduced when Air Conditioning is powered by hybrid battery surge. Hybrid system shall have integrated regenerative braking capabilities to provide additional braking effect during deceleration. System shall be in compliance with Title 17 NYCRR Part 720.9. When selected as option, vehicle classification ambulatory capacity may be lowered to accommodate additional vehicle weight from propulsion system installation.

A minimum warranty of five (5) years or 60,000 miles, that includes all components of hybrid system, shall be provided. When Air Conditioning is selected as an option, vehicle shall be equipped with a roof mounted condenser.

Hybrid-electric conversion shall fully comply with the OEM chassis manufacturer's requirements for modification, and certification of compliance letter from OEM manufacturer shall be submitted with bid for bid compliance verification. Specialized training shall be provided once each year at each delivery location, upon the request of NYSDOT, for hybrid system propulsion buses covering vehicle operation, maintenance and repair procedures.

(15) Ultra-capacitor Hybrid System Propulsion – Types II & III only:

Provide and install parallel post transmission hybrid system that utilizes a minimum of two (2) ultra-capacitor energy storage modules that comply with UL 810A and that is liquid cooled separate from vehicle engine. Stored energy from ultra-capacitors must be capable of driving motor during launch of vehicle for increased acceleration. System shall have integrated regenerative braking capabilities to provide additional braking effect during deceleration. System shall utilize existing drive shaft for propulsion installation and shall be protected to prevent physical damage from road debris and to protect against environmental hazards. A manual disconnect switch shall be provided. System shall be in compliance with Title 17 NYCRR Part 720.9. When selected as option, vehicle classification ambulatory capacity may be lowered to accommodate additional vehicle weight from propulsion system installation.

A minimum warranty of five (3) years or 36,000 miles, that includes all components of hybrid system, shall be provided.

Ultra-capacitor hybrid conversion shall fully comply with the OEM chassis manufacturer's requirements for modification, and certification of compliance letter from OEM manufacturer shall be submitted with bid for bid compliance verification. Specialized training shall be provided once each year at each delivery location, upon the request of NYSDOT, for ultra-capacitor hybrid system propulsion buses covering vehicle operation, maintenance and repair procedures.

(16) Fare Box – Types IV, V & VI only:

Provide and install fare collection system, that can accommodate automatic validation and processing of coins, bills, magnetic fare cards and smart cards that shall be in compliance with 49 CFR Part 38.33.

DETAILED PRODUCT SPECIFICATIONS (Cont'd)

OPT.

NO. OPTIONAL EQUIPMENT: (Cont'd)

(17) Bike Rack – Types IV, V & VI only:

Provide and install folding device attached to the front body of the vehicle that is designed and used exclusively for transporting bicycles. The device shall be stainless steel material and may not extend more than 36 inches from the front body, and the handlebars of a bicycle transported on such device may not extend more than 42 inches from the front body of the vehicle.

(18) Electronic Destination Sign Package – Types III, III-LF, IV, V & VI only:

In lieu of roller type destination signs specified under Option (8), in conjunction with Option (8), provide and install the following items (All items to be in compliance with American's with Disability Act): Front and side electronic destination signs – LED type (14 rows and 100 columns minimum). This shall include all necessary software programming and licensing for operation.

END OF DETAILED PRODUCT SPECIFICATIONS

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

Item No.	Item/Option Description	Annual Estimated Quantity
1.	Type I Bus, FC-CON/FE; 12 Adult Passenger, 0 Wheelchair; 10,700 lb. GVWR, complete as per Specifications.	40
	Vehicle (Chassis), Base Item [Make & Model]:	
	Vehicle (Body), Base Item [Make & Model]:	
	Bus Conversion Work By:	
	Upholstered Seating (Stationary), Base Item [Make & Model]:	

Unit Price	Multiplied by Qty	Extended Total Price
\$ _____	x 40 =	\$ _____
_____		_____
_____		_____
_____		_____

OPTIONAL EQUIPMENT

(1) Wheelchair Lift as described in Option (1) of Specification. 30

Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity:
Option (1), Wheelchair Lift [Make & Model]:

Air-Ride Suspension [Make & Model]:

Is Wheelchair Lift on optional bus the same as base item?
If "NO", specify:

\$ _____	x 30 =	\$ _____
_____ lbs.		_____
_____		_____
<input type="checkbox"/> Yes <input type="checkbox"/> No; Other _____		

Wheelchair Lift Warranty : _____

Is Wheelchair Lift capable of minimum 2500 cycle operation?

_____ Years; Limited Unlimited (check one)

Yes No

(2) Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification. 70

Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:

\$ _____	x 70 =	\$ _____
_____		_____

(2A) Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification. 30

Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:

\$ _____	x 30 =	\$ _____
_____		_____

(3) Flip Seat (forward facing), as described in Option (3) of Specification. 50

Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]:

\$ _____	x 50 =	\$ _____
_____		_____

(4) Air Conditioning as described in Option (4) of Specification. 15

A/C (Air Conditioner) [Make & Model]:
A/C Capacity [body OEM's] & [chassis OEM's]:
A/C Air flow [body OEM's] & [chassis OEM's]:
Is A/C on optional bus the same as for base item?
If "NO", specify:

\$ _____	x 15 =	\$ _____
_____ BTUH;		_____ BTUH
_____ CFM;		_____ CFM
<input type="checkbox"/> Yes <input type="checkbox"/> No; Other _____		

Will A/C meet performance requirements specified? Yes No (If Yes, Manuf. Cert. is required)

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder _____

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Multiplied by Qty.</u>	<u>Extended Total Price</u>
<u>ITEM NO. 1 - Type I Bus, FC-CON/FE, 12 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(4A)	Air Conditioning as described in Option (4a) of Specification.	15	\$ _____	x 15 =	\$ _____
	A/C (Air Conditioner) [Make & Model]:		_____		_____
	A/C Capacity [body OEM's] & [chassis OEM's]:		_____ BTUH;		_____ BTUH
	A/C Air flow [body OEM's] & [chassis OEM's]:		_____ CFM;		_____ CFM
	Will A/C meet performance requirements specified?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		
(5)	Diesel Engine, minimum 230 HP, as described in Option (5) of Specification.	10	\$ _____	x 10 =	\$ _____
GRAND TOTAL BID PRICE ITEM NO. 1 (Type I) and Option Numbers 1, 2, 2A, 3, 4, 4A, & 5:					\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

<p>Bidder</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>
--

ITEM NO. 1 - Type I Bus, FC-CON/FE, 12 Adult Passenger, 0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options:

Wheelbase: _____

Turning Diameter [@ End of Front Bumper]: _____

Exterior Siding [Material]: _____

Exterior Siding [Thickness]: _____

Interior Paneling: _____

Floor Assembly: _____

Floor Assembly (belly pan): _____

Wall & Ceiling Insulation: _____

Passenger Windows [Type/Size]: _____

Length [Overall, Bumper to Bumper]: _____

Length [Inside Body, Dash to Rear]: _____

Width [Inside Body @ Seat Height]: _____

Headroom: _____

Entrance Door clear entry opening: _____

Low Height Front Entrance Step [Top of 1st Step above Ground]: _____

GVWR – Gross Vehicle Weight Rating: _____

FGAWR – Gross Axle Weight Rating: _____

RGAWR – Gross Axle Weight Rating: _____

Axle Capacities: Front: _____

Rear: _____

Spring Capacities [Total at Ground]: Front: _____

Rear: _____

Air Brakes [Make & Model]: _____

Service Brakes [total lining or sweep area, both front & rear]: _____

Booster Diameter, or chamber size: _____

Radial Tires [Size & Load-Range; Manufacturer]: _____

[Front Tread Design; capacity/tire]: _____

[Rear Tread Design; capacity/tire]: _____

Are tires on optional bus the same as base item? If "NO", specify: _____

Optional Bus Radial Tires [Size & Load-Range; Manufacturer]: _____

Optional Bus [Front Tread Design; capacity/tire]: _____

Optional Bus [Rear Tread Design; capacity/tire]: _____

Heavy Duty Shock Absorber [Make & Model]: _____

Automatic Transmission [Make & Model]: _____

Engine; Base Item [Make & Model]: _____

[Number of Cylinders, Displacement]: _____

[Horsepower & Torque, (Gross Peak)]: _____

Base Item Vehicle

_____ Inches

_____ Inches

_____ Gauge

_____ Gauge/Material

_____ Inches/Material

_____ Inches/Material

_____ Inches/Material

_____ " x _____"

_____ Inches

_____ Inches

_____ Inches

_____ Inches

_____ Inches

_____ Inches

_____ lbs.

_____ lbs.

_____ lbs.

_____ lbs.

_____ lbs.

_____ lbs.

_____ lbs.

_____ Sq. In.

_____ Inches

_____ R _____ (_____); _____

_____ ; _____ lbs. each

_____ ; _____ lbs. each

Yes No; Other _____

_____ R _____ (_____); _____

_____ ; _____ lbs. each

_____ ; _____ lbs. each

_____ ; _____

_____ Cylinder, _____ Liters (_____ CID);

_____ HP @ _____ rpm, _____ #' @ _____ rpm

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

<p>Bidder</p> <hr/>

ITEM NO. 1 - Type I Bus, FC-CON/FE, 12 Adult Passenger,

0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options: (Cont'd)

Engine; Option (5)-Diesel [Make & Model]:
 [Number of Cylinders, Displacement]:
 [Horsepower & Torque, (Gross Peak)]:

Fuel Tank Capacity:
 Front Bumper [Material/Manufacturer]:
 Rear Bumper [Material/Manufacturer]:

Capacity of Alternator [Base Item]:

Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:
 Batteries [With Option (1)]:
 Batteries [With Option (4/4a)]:

Seat Belts [Make & Model]:

Vehicle Warranty (Body):
 Vehicle Warranty (Chassis):
 Vehicle Warranty (Structure):

Is all supporting warranty information supplied with bid?

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

Is body Roll Cage and Side Impact supporting materials supplied with bid?

Is Ultra-capacitor Hybrid Propulsion System OEM manufacturer Certification of Option (15) vehicle provided?

Is the USEPA Certificate of Conformity for chassis engine/ model year bid provided?

 _____; _____
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

_____ Gallons

Base Item Vehicle & Optional Upgrades

(B) _____ Amps

(_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC

 _____ Years _____ Miles
 _____ Years _____ Miles
 _____ Years _____ Miles

YES NO

YES NO

YES NO

YES NO N/A

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 1 - Type I Bus, FC-CON/FE, 12 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]:

Trade Designation:

Rustproof Material-Sidewalls [Name/Manufacturer]:

Rustproof Material-Window Line [Name/Manufacturer]:

_____	_____
_____	_____
_____	_____

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221, FMVSS 214 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>
2.	Type I-A Bus, FC-CON/FE; 16 Adult Passenger, 0 Wheelchair; 11,500 lb. GVWR, complete as per Specifications.	60
	Vehicle (Chassis), Base Item [Make & Model]:	
	Vehicle (Body), Base Item [Make & Model]:	
	Bus Conversion Work By:	
	Upholstered Seating (Stationary), Base Item [Make & Model]:	

<u>Unit Price</u>	<u>Multiplied by Qty</u>	<u>Extended Total Price</u>
\$ _____	x 60 =	\$ _____
_____		_____
_____		_____
_____		_____

OPTIONAL EQUIPMENT

(1) Wheelchair Lift as described in Option (1) of Specification. 40

Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: _____ lbs.

Option (1), Wheelchair Lift [Make & Model]: _____

Air-Ride Suspension [Make & Model]: _____

Is Wheelchair Lift on optional bus the same as base item? Yes No; Other _____

If "NO", specify: _____

\$ _____	x 40 =	\$ _____
_____		_____
_____		_____
_____		_____

_____ Years; Limited Unlimited (check one)

Wheelchair Lift Warranty : _____

Is Wheelchair Lift capable of minimum 2500 cycle operation? Yes No

(2) Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification. 100

Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]: _____

\$ _____	x 100 =	\$ _____
_____		_____

(2A) Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification. 30

Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]: _____

\$ _____	x 30 =	\$ _____
_____		_____

(3) Flip Seat (forward facing), as described in Option (3) of Specification. 60

Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]: _____

\$ _____	x 60 =	\$ _____
_____		_____

(4) Air Conditioning as described in Option (4) of Specification. 30

A/C (Air Conditioner) [Make & Model]: _____

A/C Capacity [body OEM's] & [chassis OEM's]: _____ BTUH;

A/C Air flow [body OEM's] & [chassis OEM's]: _____ CFM;

Is A/C on optional bus the same as for base item? Yes No; Other _____

If "NO", specify: _____

\$ _____	x 30 =	\$ _____
_____		_____
_____		_____
_____		_____

Yes No (If Yes, Manuf. Cert. is required)

Will A/C meet performance requirements specified? Yes No

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Multiplied by Qty.</u>	<u>Extended Total Price</u>
<u>ITEM NO. 2 - Type I-A Bus, FC-CON/FE, 16 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(4A)	Air Conditioning as described in Option (4a) of Specification. A/C (Air Conditioner) [Make & Model]: A/C Capacity [body OEM's] & [chassis OEM's]: A/C Air flow [body OEM's] & [chassis OEM's]: Will A/C meet performance requirements specified?	30	\$ _____	x 30 =	\$ _____
			_____ BTUH;		_____ BTUH
			_____ CFM;		_____ CFM
			<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		
(5)	Diesel Engine, minimum 230 HP, as described in Option (5) of Specification.	20	\$ _____	x 20 =	\$ _____
(7)	Raised Floor as described in Option (7) of Specification.	50	\$ _____	x 50 =	\$ _____
GRAND TOTAL BID PRICE ITEM NO. 2 (Type I-A) and Option Numbers 1, 2, 2A, 3, 4, 4A, 5 & 7:					\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 2 - Type I-A Bus, FC-CON/FE, 16 Adult Passenger, 0 Wheelchair: (Cont'd)

Bidder _____

Vehicle Details for Base Item & Options:

Wheelbase: _____
 Turning Diameter [@ End of Front Bumper]: _____
 Exterior Siding [Material]: _____
 Exterior Siding [Thickness]: _____
 Interior Paneling: _____
 Floor Assembly: _____
 Floor Assembly (belly pan): _____
 Wall & Ceiling Insulation: _____
 Passenger Windows [Type/Size]: _____

 Length [Overall, Bumper to Bumper]: _____
 Length [Inside Body, Dash to Rear]: _____
 Width [Inside Body @ Seat Height]: _____

 Headroom: _____
 Entrance Door clear entry opening: _____
 Low Height Front Entrance Step [Top of 1st Step above Ground]: _____

 GVWR – Gross Vehicle Weight Rating: _____
 FGAWR – Gross Axle Weight Rating: _____
 RGAWR – Gross Axle Weight Rating: _____

 Axle Capacities: Front: _____
 Rear: _____
 Spring Capacities [Total at Ground]: Front: _____
 Rear: _____
 Air Brakes [Make & Model]: _____
 Service Brakes [total lining or sweep area, both front & rear]: _____
 Booster Diameter, or chamber size: _____

 Radial Tires [Size & Load-Range; Manufacturer]: _____
 [Front Tread Design; capacity/tire]: _____
 [Rear Tread Design; capacity/tire]: _____
 Are tires on optional bus the same as base item? If "NO", specify:
 Optional Bus Radial Tires [Size & Load-Range; Manufacturer]: _____
 Optional Bus [Front Tread Design; capacity/tire]: _____
 Optional Bus [Rear Tread Design; capacity/tire]: _____

 Heavy Duty Shock Absorber [Make & Model]: _____

 Automatic Transmission [Make & Model]: _____

 Engine; Base Item [Make & Model]: _____
 [Number of Cylinders, Displacement]: _____
 [Horsepower & Torque, (Gross Peak)]: _____

Base Item Vehicle

_____ Inches
 _____ Inches

 _____ Gauge
 _____ Gauge/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ " x _____"

 _____ Inches
 _____ Inches
 _____ Inches

 _____ Inches
 _____ Inches
 _____ Inches

 _____ lbs.
 _____ lbs.
 _____ lbs.

 _____ lbs.
 _____ lbs.
 _____ lbs.
 _____ lbs.

 _____ Sq. In.
 _____ Inches

 _____ R _____ (_____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

 Yes No; Other _____
 _____ R _____ (_____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

 _____; _____
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 2 - Type I-A Bus, FC-CON/FE, 16 Adult Passenger,

0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options: (Cont'd)

Engine; Option (5)-Diesel [Make & Model]:
 [Number of Cylinders, Displacement]:
 [Horsepower & Torque, (Gross Peak)]:

 _____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

Fuel Tank Capacity:
 Front Bumper [Material/Manufacturer]:
 Rear Bumper [Material/Manufacturer]:

_____ Gallons

Base Item Vehicle & Optional Upgrades

Capacity of Alternator [Base Item]:

(B) _____ Amps

Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:
 Batteries [With Option (1)]:
 Batteries [With Option (4/4a)]:

(____), _____ CCA each, _____ minutes RC
 (____), _____ CCA each, _____ minutes RC
 (____), _____ CCA each, _____ minutes RC

Seat Belts [Make & Model]:

Vehicle Warranty (Body):
 Vehicle Warranty (Chassis):
 Vehicle Warranty (Structure):

 _____ Years _____ Miles
 _____ Years _____ Miles
 _____ Years _____ Miles

Is all supporting warranty information supplied with bid?

YES NO

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

YES NO

Is body Roll Cage and Side Impact supporting materials supplied with bid?

YES NO

Is Ultra-capacitor Hybrid Propulsion System OEM manufacturer Certification of Option (15) vehicle provided?

YES NO N/A

Is the USEPA Certificate of Conformity for chassis engine/ model year bid provided?

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder _____

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 2 - Type I-A Bus, FC-CON/FE, 16 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]:

Trade Designation:

Rustproof Material-Sidewalls [Name/Manufacturer]:

Rustproof Material-Window Line [Name/Manufacturer]:

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221, FMVSS 214 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

Item No.	Item/Option Description	Annual Estimated Quantity
3.	Type II Bus, FC-CON/FE; 20 Adult Passenger, 0 Wheelchair; 14,000 lb. GVWR, complete as per Specifications. Vehicle (Chassis), Base Item [Make & Model]: Vehicle (Body), Base Item [Make & Model]: Bus Conversion Work By: Upholstered Seating (Stationary), Base Item [Make & Model]:	100

Unit Price	Multiplied by Qty	Extended Total Price
\$ _____	x 100 =	\$ _____
_____		_____
_____		_____
_____		_____

OPTIONAL EQUIPMENT

(1) Wheelchair Lift as described in Option (1) of Specification. 90
Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity:
Option (1), Wheelchair Lift [Make & Model]:

Air-Ride Suspension [Make & Model]:
Is Wheelchair Lift on optional bus the same as base item?
If "NO", specify:

\$ _____	x 90 =	\$ _____
_____ lbs.		_____
_____		_____

Yes No; Other _____

Wheelchair Lift Warranty : _____
Is Wheelchair Lift capable of minimum 2500 cycle operation?

_____ Years; Limited Unlimited (check one)
 Yes No

(2) Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification. 175
Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:

\$ _____	x 175 =	\$ _____
_____		_____

(2A) Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification. 30
Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:

\$ _____	x 30 =	\$ _____
_____		_____

(3) Flip Seat (forward facing), as described in Option (3) of Specification. 105
Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]:

\$ _____	x 105 =	\$ _____
_____		_____

(4) Air Conditioning as described in Option (4) of Specification. 50
A/C (Air Conditioner) [Make & Model]:
A/C Capacity [body OEM's] & [chassis OEM's]:
A/C Air flow [body OEM's] & [chassis OEM's]:
Is A/C on optional bus the same as for base item?
If "NO", specify:

\$ _____	x 50 =	\$ _____
_____ BTUH;		_____ BTUH
_____ CFM;		_____ CFM

Yes No; Other _____

Will A/C meet performance requirements specified?

Yes No (If Yes, Manuf. Cert. is required)

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder _____

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Multiplied by Qty.</u>	<u>Extended Total Price</u>
<u>ITEM NO. 3 - Type II Bus, FC-CON/FE, 20 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(4A)	Air Conditioning as described in Option (4a) of Specification. A/C (Air Conditioner) [Make & Model]: A/C Capacity [body OEM's] & [chassis OEM's]: A/C Air flow [body OEM's] & [chassis OEM's]: Will A/C meet performance requirements specified?	50	\$ _____ _____ _____ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	x 50 =	\$ _____ _____ _____ _____ (If Yes, Manuf. Cert. is required)
(6)	Diesel Engine, minimum 230 HP, as described in Option (6) of Specification.	40	\$ _____	x 40 =	\$ _____
(7)	Raised Floor as described in Option (7) of Specification.	80	\$ _____	x 80 =	\$ _____
(14)	Hybrid Propulsion System as described in Option (14) of Specification. Vehicle (Chassis), Option (14) [Make & Model]: Vehicle (Body), Option (14) [Make & Model]: Hybrid Propulsion System Conversion Work By:	10	\$ _____ _____ _____ _____	x 10 =	\$ _____ _____ _____ _____
(15)	Ultra-Capacitor Hybrid System Propulsion as described in Option (15) of Specification. Vehicle (Chassis), Option (15) [Make & Model]: Vehicle (Body), Option (15) [Make & Model]: Hybrid Propulsion System Conversion Work By:	10	\$ _____ _____ _____ _____	x 10 =	\$ _____ _____ _____ _____
GRAND TOTAL BID PRICE ITEM NO. 3 (Type II) and Option Numbers 1, 2, 2A, 3, 4, 4A, 6, 7, 14 & 15:					\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 3 - Type II Bus, FC-CON/FE, 20 Adult Passenger, 0 Wheelchair: (Cont'd)

<p>Bidder</p> <hr/>

Vehicle Details for Base Item & Options:

Wheelbase: _____

Turning Diameter [@ End of Front Bumper]: _____

Exterior Siding [Material]: _____

Exterior Siding [Thickness]: _____

Interior Paneling: _____

Floor Assembly: _____

Floor Assembly (belly pan): _____

Wall & Ceiling Insulation: _____

Passenger Windows [Type/Size]: _____

Length [Overall, Bumper to Bumper]: _____

Length [Inside Body, Dash to Rear]: _____

Width [Inside Body @ Seat Height]: _____

Headroom: _____

Entrance Door clear entry opening: _____

Low Height Front Entrance Step [Top of 1st Step above Ground]: _____

Entrance Step height with Option (8) entrance step down: _____

GVWR – Gross Vehicle Weight Rating: _____

FGAWR – Gross Axle Weight Rating: _____

RGAWR – Gross Axle Weight Rating: _____

Axle Capacities: Front: _____

Rear: _____

Spring Capacities [Total at Ground]: Front: _____

Rear: _____

Air Brakes [Make & Model]: _____

Service Brakes [total lining or sweep area, both front & rear]: _____

Booster Diameter, or chamber size: _____

Radial Tires [Size & Load-Range; Manufacturer]: _____

[Front Tread Design; capacity/tire]: _____

[Rear Tread Design; capacity/tire]: _____

Are tires on optional bus the same as base item? If "NO", specify: _____

Optional Bus Radial Tires [Size & Load-Range; Manufacturer]: _____

Optional Bus [Front Tread Design; capacity/tire]: _____

Optional Bus [Rear Tread Design; capacity/tire]: _____

Heavy Duty Shock Absorber [Make & Model]: _____

Automatic Transmission [Make & Model]: _____

Engine; Base Item [Make & Model]: _____

[Number of Cylinders, Displacement]: _____

[Horsepower & Torque, (Gross Peak)]: _____

Base Item Vehicle

_____ Inches

_____ Inches

_____ Gauge

_____ Gauge/Material

_____ Inches/Material

_____ Inches/Material

_____ Inches/Material

_____ " x _____"

_____ Inches

_____ Inches

_____ Inches

_____ Inches

_____ lbs.

_____ Sq. In.

_____ Inches

_____R_____ (_____); _____

_____;

_____ lbs. each

_____;

_____ lbs. each

Yes No; Other _____

_____R_____ (_____); _____

_____;

_____ lbs. each

_____;

_____ lbs. each

_____ Cylinder, _____ Liters (_____ CID);

_____ HP @ _____ rpm, _____ #' @ _____ rpm

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 3 - Type II Bus, FC-CON/FE, 20 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Engine; Option (6)-Diesel [Make & Model]:
 [Number of Cylinders, Displacement]:
 [Horsepower & Torque, (Gross Peak)]:

Fuel Tank Capacity:
 Front Bumper [Material/Manufacturer]:
 Rear Bumper [Material/Manufacturer]:

Engine; Option (14) [Make & Model]:
 Option (14) [Number of Cylinders, Displacement]:
 Option (14) [Horsepower & Torque; (Gross Peak)]:

Engine; Option (15) [Make & Model]:
 Option (15) [Number of Cylinders, Displacement]:
 Option (15) [Horsepower & Torque; (Gross Peak)]:

Capacity of Alternator [Base Item]:
 Capacity of Alternator [Options (1) and (4/4a)]:
 Capacity of Alternator [Options (14) & (15)]:

Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:
 Batteries [With Option (1)]:
 Batteries [With Option (4/4a)]:
 Batteries [With Option (14)]:

Storage Batteries [(Number of), Volts] With Option (14):
 Storage Batteries With Option (14):
 Explain Storage Batteries With Option (14):

Seat Belts [Make & Model]:

Vehicle Warranty (Body):
 Vehicle Warranty (Chassis):
 Vehicle Warranty (Structure):

Is all supporting warranty information supplied with bid?

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

 _____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

_____ Gallons

Base Item Vehicle & Optional Upgrades

_____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

_____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

(B) _____ Amps
 (1) _____ Amps (4/4a) _____/_____ Amps
 (14) _____ Amps (15) _____ Amps

(_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC

(_____), _____ volts (each)
 Nickel-Metal Hydride Lithium-Ion

 _____ Years _____ Miles
 _____ Years _____ Miles
 _____ Years _____ Miles

YES NO

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 3 - Type II Bus, FC-CON/FE, 20 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is body Roll Cage and Side Impact supporting materials supplied with bid?

YES NO

Are Hybrid Propulsion Systems OEM manufacturer certifications of Option (14) & Option (15) vehicles provided?

YES NO

Is the USEPA Certificate of Conformity for chassis engine/ model year bid provided?

YES NO

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]:

Trade Designation:

Rustproof Material-Sidewalls [Name/Manufacturer]:

Rustproof Material-Window Line [Name/Manufacturer]:

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221, FMVSS 214 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

Item No.	Item/Option Description	Annual Estimated Quantity	Unit Price	Multiplied <u>by Qty</u>	Extended Total Price
4.	Type II-LF Bus, LOW FLOOR; 18 Adult Passenger, 0 Wheelchair; 14,000 lb. GVWR, complete as per Specifications.	20	\$ _____	x 20 =	\$ _____
	Vehicle (Chassis), Base Item [Make & Model]:		_____		_____
	Vehicle (Body), Base Item [Make & Model]:		_____		_____
	Bus Conversion Work By:		_____		_____
	Upholstered Seating (Stationary), Base Item [Make & Model]:		_____		_____
	Vehicle Ramp, Base Item [Make & Model]:		_____		_____
	Vehicle Ramp [Capacity] & [Deployed Slope Ratio]:		_____		_____

OPTIONAL EQUIPMENT

(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	50	\$ _____	x 50 =	\$ _____
	Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:		_____		_____
(2A)	Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification.	30	\$ _____	x 30 =	\$ _____
	Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:		_____		_____
(3)	Flip Seat (forward facing), as described in Option (3) of Specification.	50	\$ _____	x 50 =	\$ _____
	Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]:		_____		_____
(4)	Air Conditioning as described in Option (4) of Specification.	10	\$ _____	x 10 =	\$ _____
	A/C (Air Conditioner) [Make & Model]:		_____		_____
	A/C Capacity [body OEM's] & [chassis OEM's]:		_____ BTUH;		_____ BTUH
	A/C Air flow [body OEM's] & [chassis OEM's]:		_____ CFM;		_____ CFM
	Is A/C on optional bus the same as for base item?		<input type="checkbox"/> Yes <input type="checkbox"/> No; Other _____		
	If "NO", specify:		_____		
	Will A/C meet performance requirements specified?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		
(4A)	Air Conditioning as described in Option (4a) of Specification.	10	\$ _____	x 10 =	\$ _____
	A/C (Air Conditioner) [Make & Model]:		_____		_____
	A/C Capacity [body OEM's] & [chassis OEM's]:		_____ BTUH;		_____ BTUH
	A/C Air flow [body OEM's] & [chassis OEM's]:		_____ CFM;		_____ CFM
	Will A/C meet performance requirements specified?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Multiplied by Qty.</u>	<u>Extended Total Price</u>
<u>ITEM NO. 4 - Type II-LF Bus, LOW FLOOR, 18 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(14)	Hybrid Propulsion System as described in Option (14) of Specification.	5	\$ _____	x 5 =	\$ _____
	Vehicle (Chassis), Option (14) [Make & Model]:		_____		_____
	Vehicle (Body), Option (14) [Make & Model]:		_____		_____
	Hybrid Propulsion System Conversion Work By:		_____		
GRAND TOTAL BID PRICE ITEM NO. 4 (Type II-LF) and Option Numbers 2, 2A, 3, 4, 4A & 14:					\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder _____

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 4 - Type II-LF Bus, LOW FLOOR, 18 Adult Passenger,
0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options:

Wheelbase: _____
 Turning Diameter [@ End of Front Bumper]: _____
 Exterior Siding [Material]: _____
 Exterior Siding [Thickness]: _____
 Interior Paneling: _____
 Floor Assembly: _____
 Floor Assembly (belly pan): _____
 Wall & Ceiling Insulation: _____
 Passenger Windows [Type/Size]: _____

 Length [Overall, Bumper to Bumper]: _____
 Length [Inside Body, Dash to Rear]: _____
 Width [Inside Body @ Seat Height]: _____

 Headroom: _____
 Entrance Door clear entry opening: _____
 Low Height Front Entrance Step [Top of 1st Step above Ground]: _____

GVWR – Gross Vehicle Weight Rating: _____
 FGAWR – Gross Axle Weight Rating: _____
 RGAWR – Gross Axle Weight Rating: _____

Axle Capacities: Front: _____
 Rear: _____

Spring Capacities [Total at Ground]: Front: _____
 Rear: _____

Air Brakes [Make & Model]: _____
 Service Brakes [total lining or sweep area, both front & rear]: _____
 Booster Diameter, or chamber size: _____

Radial Tires [Size & Load-Range; Manufacturer]: _____
 [Front Tread Design; capacity/tire]: _____
 [Rear Tread Design; capacity/tire]: _____

Are tires on optional bus the same as base item? If "NO", specify:

Optional Bus Radial Tires [Size & Load-Range; Manufacturer]: _____
 Optional Bus [Front Tread Design; capacity/tire]: _____
 Optional Bus [Rear Tread Design; capacity/tire]: _____

Heavy Duty Shock Absorber [Make & Model]: _____

Automatic Transmission [Make & Model]: _____

Engine; Base Item [Make & Model]: _____
 [Number of Cylinders, Displacement]: _____
 [Horsepower & Torque, (Gross Peak)]: _____

Base Item Vehicle

_____ Inches
 _____ Inches
 _____ Gauge
 _____ Gauge/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ " x _____"

_____ Inches
 _____ Inches
 _____ Inches

_____ Inches
 _____ Inches
 _____ Inches

_____ lbs.
 _____ lbs.
 _____ lbs.

_____ lbs.
 _____ lbs.
 _____ lbs.
 _____ lbs.

_____ Sq. In.
 _____ Inches

_____ R _____ (____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

Yes No; Other _____
 _____ R _____ (____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

_____;
 _____ Cylinder, _____ Liters (____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 4 - Type II-LF Bus, LOW FLOOR, 18 Adult Passenger,

0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options: (Cont'd)

Engine; Option (5)-Diesel [Make & Model]:
 [Number of Cylinders, Displacement]:
 [Horsepower & Torque, (Gross Peak)]:

Fuel Tank Capacity:
 Front Bumper [Material/Manufacturer]:
 Rear Bumper [Material/Manufacturer]:

Engine; Option (14) [Make & Model]:
 Option (14) [Number of Cylinders, Displacement]:
 Option (14) [Horsepower & Torque; (Gross Peak)]:

Capacity of Alternator [Base Item]:
 Capacity of Alternator [Options (1) and (4/4a)]:
 Capacity of Alternator [Options (14)]:

Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:
 Batteries [With Option (1)]:
 Batteries [With Option (4/4a)]:
 Batteries [With Option (14)]:

Storage Batteries [(Number of), Volts] With Option (14):
 Storage Batteries With Option (14):
 Explain Storage Batteries With Option (14):

Seat Belts [Make & Model]:

Vehicle Warranty (Body):
 Vehicle Warranty (Chassis):
 Vehicle Warranty (Structure):
 Hybrid System Warranty of Option (14):

Is all supporting warranty information supplied with bid?

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

Is body Roll Cage and Side Impact supporting materials supplied with bid?

Is Hybrid Propulsion System OEM manufacturer certification of Option (14) vehicle provided?

Is the USEPA Certificate of Conformity for chassis engine/ model year bid provided?

 _____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

_____ Gallons

Base Item Vehicle & Optional Upgrades

 _____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

(B) _____ Amps

(1) _____ Amps (4/4a) _____/ _____ Amps

(14) _____ Amps

(_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC

(_____), _____ volts (each)
 Nickel-Metal Hydride Lithium-Ion

 _____ Years _____ Miles
 _____ Years _____ Miles
 _____ Years _____ Miles
 _____ Years _____ Miles

YES NO

YES NO

YES NO

YES NO N/A

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 4 - Type II-LF Bus, LOW FLOOR, 18 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]:

Trade Designation:

Rustproof Material-Sidewalls [Name/Manufacturer]:

Rustproof Material-Window Line [Name/Manufacturer]:

_____	_____
_____	_____
_____	_____

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221, FMVSS 214 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

Item No.	Item/Option Description	Annual Estimated Quantity
5.	Type III Bus, FC-CON/FE; 24 Adult Passenger, 0 Wheelchair; 14,500 lb. GVWR, complete as per Specifications. Vehicle (Chassis), Base Item [Make & Model]: Vehicle (Body), Base Item [Make & Model]: Bus Conversion Work By: Upholstered Seating (Stationary), Base Item [Make & Model]:	125

Unit Price	Multiplied by Qty	Extended Total Price
\$ _____	x 125 =	\$ _____
_____		_____
_____		_____
_____		_____

OPTIONAL EQUIPMENT

(1) Wheelchair Lift as described in Option (1) of Specification. Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: Option (1), Wheelchair Lift [Make & Model]: Air-Ride Suspension [Make & Model]: Is Wheelchair Lift on optional bus the same as base item? If "NO", specify:	105
---	-----

\$ _____	x 105 =	\$ _____
_____ lbs.		_____
_____		_____

Wheelchair Lift Warranty :
Is Wheelchair Lift capable of minimum 2500 cycle operation?

_____ Years; Limited Unlimited (check one)
 Yes No

(2) Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification. Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:	200
--	-----

\$ _____	x 200 =	\$ _____
_____		_____

(2A) Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification. Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:	50
---	----

\$ _____	x 50 =	\$ _____
_____		_____

(3) Flip Seat (forward facing), as described in Option (3) of Specification. Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]:	125
--	-----

\$ _____	x 125 =	\$ _____
_____		_____

(4) Air Conditioning as described in Option (4) of Specification. A/C (Air Conditioner) [Make & Model]: A/C Capacity [body OEM's] & [chassis OEM's]: A/C Air flow [body OEM's] & [chassis OEM's]: Is A/C on optional bus the same as for base item? If "NO", specify:	60
--	----

\$ _____	x 60 =	\$ _____
_____ BTUH;		_____ BTUH
_____ CFM;		_____ CFM

Will A/C meet performance requirements specified?

Yes No (If Yes, Manuf. Cert. is required)

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Item No.	Item/Option Description	Annual Estimated Quantity	Unit Price	Multiplied by Qty.	Extended Total Price
<u>ITEM NO. 5 - Type III Bus, FC-CON/FE, 24 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(4A)	Air Conditioning as described in Option (4a) of Specification. A/C (Air Conditioner) [Make & Model]: A/C Capacity [body OEM's] & [chassis OEM's]: A/C Air flow [body OEM's] & [chassis OEM's]: Will A/C meet performance requirements specified?	65	\$ _____	x 65 =	\$ _____
			_____ BTUH;		_____ BTUH
			_____ CFM;		_____ CFM
			<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		
(6)	Diesel Engine, minimum 230 HP, as described in Option (6) of Specification.	70	\$ _____	x 70 =	\$ _____
(7)	Raised Floor as described in Option (7) of Specification.	80	\$ _____	x 80 =	\$ _____
(8)	Supplemental ADA Transit Package as described in Option (8) of Specification.	35	\$ _____	x 35 =	\$ _____
(14)	Hybrid Propulsion System as described in Option (14) of Specification. Vehicle (Chassis), Option (14) [Make & Model]: Vehicle (Body), Option (14) [Make & Model]: Hybrid Propulsion System Conversion Work By:	10	\$ _____	x 10 =	\$ _____
			_____		_____
			_____		_____
			_____		_____
(15)	Ultra-Capacitor Hybrid System Propulsion as described in Option (15) of Specification. Vehicle (Chassis), Option (15) [Make & Model]: Vehicle (Body), Option (15) [Make & Model]: Hybrid Propulsion System Conversion Work By:	10	\$ _____	x 10 =	\$ _____
			_____		_____
			_____		_____
			_____		_____
(18)	Electronic Destination Sign Package as described in Option (18) of Specification.	15	\$ _____	x 15 =	\$ _____
GRAND TOTAL BID PRICE ITEM NO. 5 (Type III) and Option Numbers 1, 2, 2A, 3, 4, 4A, 6, 7, 8, 14, 15 & 18:					\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 5 - Type III Bus, FC-CON/FE, 24 Adult Passenger, 0 Wheelchair: (Cont'd)

<p>Bidder</p> <hr/>

Vehicle Details for Base Item & Options:

Wheelbase: _____

Turning Diameter [@ End of Front Bumper]: _____

Exterior Siding [Material]: _____

Exterior Siding [Thickness]: _____

Interior Paneling: _____

Floor Assembly: _____

Floor Assembly (belly pan): _____

Wall & Ceiling Insulation: _____

Passenger Windows [Type/Size]: _____

Length [Overall, Bumper to Bumper]: _____

Length [Inside Body, Dash to Rear]: _____

Width [Inside Body @ Seat Height]: _____

Headroom: _____

Entrance Door clear entry opening: _____

Low Height Front Entrance Step [Top of 1st Step above Ground]: _____

Entrance Step height with Option (8) entrance step down: _____

GVWR – Gross Vehicle Weight Rating: _____

FGAWR – Gross Axle Weight Rating: _____

RGAWR – Gross Axle Weight Rating: _____

Axle Capacities: Front: _____

Rear: _____

Spring Capacities [Total at Ground]: Front: _____

Rear: _____

Air Brakes [Make & Model]: _____

Service Brakes [total lining or sweep area, both front & rear]: _____

Booster Diameter, or chamber size: _____

Radial Tires [Size & Load-Range; Manufacturer]: _____

[Front Tread Design; capacity/tire]: _____

[Rear Tread Design; capacity/tire]: _____

Are tires on optional bus the same as base item? If "NO", specify: _____

Optional Bus Radial Tires [Size & Load-Range; Manufacturer]: _____

Optional Bus [Front Tread Design; capacity/tire]: _____

Optional Bus [Rear Tread Design; capacity/tire]: _____

Heavy Duty Shock Absorber [Make & Model]: _____

Automatic Transmission [Make & Model]: _____

Engine; Base Item [Make & Model]: _____

[Number of Cylinders, Displacement]: _____

[Horsepower & Torque, (Gross Peak)]: _____

Base Item Vehicle

_____ Inches

_____ Inches

_____ Gauge

_____ Gauge/Material

_____ Inches/Material

_____ Inches/Material

_____ Inches/Material

_____ " x _____"

_____ Inches

_____ lbs.

_____ Sq. In.

_____ Inches

_____ R _____ (_____); _____

_____ ; _____ lbs. each

_____ ; _____ lbs. each

Yes No; Other _____

_____ R _____ (_____); _____

_____ ; _____ lbs. each

_____ ; _____ lbs. each

_____ ; _____

_____ Cylinder, _____ Liters (_____ CID);

_____ HP @ _____ rpm, _____ #' @ _____ rpm

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 5 - Type III Bus, FC-CON/FE, 24 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Engine; Option (6)-Diesel [Make & Model]:
 [Number of Cylinders, Displacement]:
 [Horsepower & Torque, (Gross Peak)]:

Fuel Tank Capacity:
 Front Bumper [Material/Manufacturer]:
 Rear Bumper [Material/Manufacturer]:

Engine; Option (14) [Make & Model]:
 Option (14) [Number of Cylinders, Displacement]:
 Option (14) [Horsepower & Torque; (Gross Peak)]:

Engine; Option (15) [Make & Model]:
 Option (15) [Number of Cylinders, Displacement]:
 Option (15) [Horsepower & Torque; (Gross Peak)]:

Capacity of Alternator [Base Item]:
 Capacity of Alternator [Options (1) and (4/4a)]:
 Capacity of Alternator [Options (14) & (15)]:

Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:
 Batteries [With Option (1)]:
 Batteries [With Option (4/4a)]:
 Batteries [With Option (14)]:

Storage Batteries [(Number of), Volts] With Option (14):
 Storage Batteries With Option (14):
 Explain Storage Batteries With Option (14):

Seat Belts [Make & Model]:

Vehicle Warranty (Body):
 Vehicle Warranty (Chassis):
 Vehicle Warranty (Structure):

Is all supporting warranty information supplied with bid?

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

_____;
 ____ Cylinder, ____ Liters (____ CID);
 ____ HP @ ____ rpm, ____ #' @ ____ rpm

____ Gallons

Base Item Vehicle & Optional Upgrades

_____;
 ____ Cylinder, ____ Liters (____ CID);
 ____ HP @ ____ rpm, ____ #' @ ____ rpm

_____;
 ____ Cylinder, ____ Liters (____ CID);
 ____ HP @ ____ rpm, ____ #' @ ____ rpm

(B) ____ Amps
 (1) ____ Amps (4/4a) ____/____ Amps
 (14) ____ Amps (15) ____ Amps

(____), ____ CCA each, ____ minutes RC
 (____), ____ CCA each, ____ minutes RC
 (____), ____ CCA each, ____ minutes RC
 (____), ____ CCA each, ____ minutes RC

(____), ____ volts (each)
 Nickel-Metal Hydride Lithium-Ion

____ Years ____ Miles
 ____ Years ____ Miles
 ____ Years ____ Miles

YES NO

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 5 - Type III Bus, FC-CON/FE, 24 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is body Roll Cage and Side Impact supporting materials supplied with bid?

YES NO

Are Hybrid Propulsion Systems OEM manufacturer certifications of Option (14) & Option (15) vehicles provided?

YES NO

Is the USEPA Certificate of Conformity for chassis engine/ model year bid provided?

YES NO

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]: _____

Trade Designation: _____

Rustproof Material-Sidewalls [Name/Manufacturer]: _____

Rustproof Material-Window Line [Name/Manufacturer]: _____

Delivery [days after receipt of order]: _____ Days

Does vehicle offered conform to FMVSS 220/221, FMVSS 214 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

Item No.	Item/Option Description	Annual Estimated Quantity	Unit Price	Multiplied <u>by Qty</u>	Extended Total Price
6.	Type III-LF Bus, LOW FLOOR; 22 Adult Passenger, 0 Wheelchair; 14,000 lb. GVWR, complete as per Specifications.	20	\$ _____	x 20 =	\$ _____
	Vehicle (Chassis), Base Item [Make & Model]:		_____		_____
	Vehicle (Body), Base Item [Make & Model]:		_____		_____
	Bus Conversion Work By:		_____		_____
	Upholstered Seating (Stationary), Base Item [Make & Model]:		_____		_____
	Vehicle Ramp, Base Item [Make & Model]:		_____		_____
	Vehicle Ramp [Capacity] & [Deployed Slope Ratio]:		_____		_____

OPTIONAL EQUIPMENT

(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	50	\$ _____	x 50 =	\$ _____
	Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:		_____		_____
(2A)	Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification.	20	\$ _____	x 20 =	\$ _____
	Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:		_____		_____
(3)	Flip Seat (forward facing), as described in Option (3) of Specification.	50	\$ _____	x 50 =	\$ _____
	Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]:		_____		_____
(4)	Air Conditioning as described in Option (4) of Specification.	10	\$ _____	x 10 =	\$ _____
	A/C (Air Conditioner) [Make & Model]:		_____		_____
	A/C Capacity [body OEM's] & [chassis OEM's]:		_____ BTUH;		_____ BTUH
	A/C Air flow [body OEM's] & [chassis OEM's]:		_____ CFM;		_____ CFM
	Is A/C on optional bus the same as for base item? If "NO", specify:		<input type="checkbox"/> Yes <input type="checkbox"/> No; Other _____		
	Will A/C meet performance requirements specified?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		
(4A)	Air Conditioning as described in Option (4a) of Specification.	10	\$ _____	x 10 =	\$ _____
	A/C (Air Conditioner) [Make & Model]:		_____		_____
	A/C Capacity [body OEM's] & [chassis OEM's]:		_____ BTUH;		_____ BTUH
	A/C Air flow [body OEM's] & [chassis OEM's]:		_____ CFM;		_____ CFM
	Will A/C meet performance requirements specified?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder <hr style="border: 0; border-top: 1px solid black;"/>
--

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Multiplied by Qty.</u>	<u>Extended Total Price</u>
<u>ITEM NO. 6 - Type III-LF Bus, LOW-FLOOR, 22 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(14)	Hybrid Propulsion System as described in Option (14) of Specification.	5	\$ _____	x 5 =	\$ _____
	Vehicle (Chassis), Option (14) [Make & Model]:		_____		_____
	Vehicle (Body), Option (14) [Make & Model]:		_____		_____
	Hybrid Propulsion System Conversion Work By:		_____		
(16)	Fare Box as described in Option (16) of Specification.	15	\$ _____	x 15 =	\$ _____
(17)	Bike Rack as described in Option (17) of Specification.	15	\$ _____	x 15 =	\$ _____
(18)	Electronic Destination Sign Package as described in Option (18) of Specification.	15	\$ _____	x 15 =	\$ _____
GRAND TOTAL BID PRICE ITEM NO. 6 (Type III-LF) and Option Numbers 2, 2A, 3, 4, 4A, 14, 16, 17 & 18:					\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder _____

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 6 - Type III-LF Bus, LOW-FLOOR, 22 Adult Passenger,
0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options:

Wheelbase: _____
 Turning Diameter [@ End of Front Bumper]: _____
 Exterior Siding [Material]: _____
 Exterior Siding [Thickness]: _____
 Interior Paneling: _____
 Floor Assembly: _____
 Floor Assembly (belly pan): _____
 Wall & Ceiling Insulation: _____
 Passenger Windows [Type/Size]: _____

 Length [Overall, Bumper to Bumper]: _____
 Length [Inside Body, Dash to Rear]: _____
 Width [Inside Body @ Seat Height]: _____

 Headroom: _____
 Entrance Door clear entry opening: _____
 Low Height Front Entrance Step [Top of 1st Step above Ground]: _____

 GVWR – Gross Vehicle Weight Rating: _____
 FGAWR – Gross Axle Weight Rating: _____
 RGAWR – Gross Axle Weight Rating: _____

 Axle Capacities: Front: _____
 Rear: _____
 Spring Capacities [Total at Ground]: Front: _____
 Rear: _____
 Air Brakes [Make & Model]: _____
 Service Brakes [total lining or sweep area, both front & rear]: _____
 Booster Diameter, or chamber size: _____

 Radial Tires [Size & Load-Range; Manufacturer]: _____
 [Front Tread Design; capacity/tire]: _____
 [Rear Tread Design; capacity/tire]: _____
 Are tires on optional bus the same as base item? If "NO", specify:
 Optional Bus Radial Tires [Size & Load-Range; Manufacturer]: _____
 Optional Bus [Front Tread Design; capacity/tire]: _____
 Optional Bus [Rear Tread Design; capacity/tire]: _____

 Heavy Duty Shock Absorber [Make & Model]: _____

 Automatic Transmission [Make & Model]: _____

 Engine; Base Item [Make & Model]: _____
 [Number of Cylinders, Displacement]: _____
 [Horsepower & Torque, (Gross Peak)]: _____

Base Item Vehicle

_____ Inches
 _____ Inches

 _____ Gauge
 _____ Gauge/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ " x _____"

 _____ Inches
 _____ Inches
 _____ Inches

 _____ Inches
 _____ Inches
 _____ Inches

 _____ lbs.
 _____ lbs.
 _____ lbs.

 _____ lbs.
 _____ lbs.
 _____ lbs.
 _____ lbs.

 _____ Sq. In. _____
 _____ Inches

 _____ R _____ (____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

 Yes No; Other _____
 _____ R _____ (____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

 _____; _____
 _____ Cylinder, _____ Liters (____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

<p>Bidder</p> <hr/>

ITEM NO. 6 - Type III-LF Bus, LOW-FLOOR, 22 Adult Passenger,

0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options: (Cont'd)

Engine; Option (5)-Diesel [Make & Model]:
 [Number of Cylinders, Displacement]:
 [Horsepower & Torque, (Gross Peak)]:

Fuel Tank Capacity:
 Front Bumper [Material/Manufacturer]:
 Rear Bumper [Material/Manufacturer]:

Engine; Option (14) [Make & Model]:
 Option (14) [Number of Cylinders, Displacement]:
 Option (14) [Horsepower & Torque; (Gross Peak)]:

Capacity of Alternator [Base Item]:
 Capacity of Alternator [Options (1) and (4/4a)]:
 Capacity of Alternator [Options (14)]:

Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:
 Batteries [With Option (1)]:
 Batteries [With Option (4/4a)]:
 Batteries [With Option (14)]:

Storage Batteries [(Number of), Volts] With Option (14):
 Storage Batteries With Option (14):
 Explain Storage Batteries With Option (14):

Seat Belts [Make & Model]:

Vehicle Warranty (Body):
 Vehicle Warranty (Chassis):
 Vehicle Warranty (Structure):
 Hybrid System Warranty of Option (14):

Is all supporting warranty information supplied with bid?

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

Is body Roll Cage and Side Impact supporting materials supplied with bid?

Is Hybrid Propulsion System OEM manufacturer certification of Option (14) vehicle provided?

Is the USEPA Certificate of Conformity for chassis engine/model year bid provided?

 _____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

_____ Gallons

Base Item Vehicle & Optional Upgrades

 _____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

(B) _____ Amps
 (1) _____ Amps (4/4a) _____/_____ Amps
 (14) _____ Amps

(_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC
 (_____), _____ CCA each, _____ minutes RC

(_____), _____ volts (each)
 Nickel-Metal Hydride Lithium-Ion

 _____ Years _____ Miles
 _____ Years _____ Miles
 _____ Years _____ Miles
 _____ Years _____ Miles

YES NO

YES NO

YES NO

YES NO

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 6 - Type III-LF Bus, LOW-FLOOR, 22 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]:

Trade Designation:

Rustproof Material-Sidewalls [Name/Manufacturer]:

Rustproof Material-Window Line [Name/Manufacturer]:

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221, FMVSS 214 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>
7.	Type IV Bus, FC-CON/FE; 40 Adult Passenger, 0 Wheelchair; 26,501 lb. GVWR, complete as per Specifications.	65
	Vehicle (Chassis), Base Item [Make & Model]:	
	Vehicle (Body), Base Item [Make & Model]:	
	Bus Conversion Work By:	
	Upholstered Seating (Stationary), Base Item [Make & Model]:	

<u>Unit Price</u>	<u>Multiplied</u>	<u>Extended Total Price</u>
	<u>by Qty</u>	
\$ _____	x 65 =	\$ _____
_____		_____
_____		_____
_____		_____

OPTIONAL EQUIPMENT

(1)	Wheelchair Lift as described in Option (1) of Specification.	40
	Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: Option (1), Wheelchair Lift [Make & Model]:	
	Air-Ride Suspension [Make & Model]:	
	Is Wheelchair Lift on optional bus the same as base item? If "NO", specify:	

\$ _____	x 40 =	\$ _____
_____ lbs.		_____
_____		_____
_____		_____

Wheelchair Lift Warranty : _____
Is Wheelchair Lift capable of minimum 2500 cycle operation?

_____ Years; Limited Unlimited (check one)
 Yes No

(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	100
	Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:	

\$ _____	x 100 =	\$ _____
_____		_____

(2A)	Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification.	30
	Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:	

\$ _____	x 30 =	\$ _____
_____		_____

(3)	Flip Seat (forward facing), as described in Option (3) of Specification.	100
	Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]:	

\$ _____	x 100 =	\$ _____
_____		_____

(4)	Air Conditioning as described in Option (4) of Specification.	30
	A/C (Air Conditioner) [Make & Model]:	
	A/C Capacity [body OEM's] & [chassis OEM's]:	
	A/C Air flow [body OEM's] & [chassis OEM's]:	
	Is A/C on optional bus the same as for base item? If "NO", specify:	

\$ _____	x 30 =	\$ _____
_____ BTUH;		_____ BTUH
_____ CFM;		_____ CFM
_____		_____

Will A/C meet performance requirements specified?

Yes No (If Yes, Manuf. Cert. is required)

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

<p>Bidder</p> <hr/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Item No.	Item/Option Description	Annual Estimated Quantity	Unit Price	Multiplied by Qty.	Extended Total Price
<u>ITEM NO. 7 - Type IV Bus, FC-CON/FE, 40 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(4A)	Air Conditioning as described in Option (4a) of Specification.	30	\$ _____	x 30 =	\$ _____
	A/C (Air Conditioner) [Make & Model]: _____				_____
	A/C Capacity [body OEM's] & [chassis OEM's]: _____				_____ BTUH;
	A/C Air flow [body OEM's] & [chassis OEM's]: _____				_____ CFM;
	Will A/C meet performance requirements specified? <input type="checkbox"/> Yes <input type="checkbox"/> No				(If Yes, Manuf. Cert. is required)
(8)	Supplemental ADA Transit Package as described in Option (8) of Specification.	15	\$ _____	x 15 =	\$ _____
(9)	Delete seat belts.	15	\$ _____	x 15 =	\$ _____
(10)	32 Passenger capacity, ILO 40 passenger capacity, as described in Option (10) of Specification.	5	\$ _____	x 5 =	\$ _____
	Vehicle (Chassis), Option (10) [Make & Model]: _____				_____
	Vehicle (Body), Option (10) [Make & Model]: _____				_____
	Upholstered Seating (Ambulatory), Option (10) [Make & Model]: _____				_____
(12)	Fiberglass transit-style seating as described in Option (12) of Specification.	20	\$ _____	x 20 =	\$ _____
	Option (12) [Make & Model]: _____				_____
(14)	Hybrid Propulsion System as described in Option (14) of Specification.	10	\$ _____	x 10 =	\$ _____
	Vehicle (Chassis), Option (14) [Make & Model]: _____				_____
	Vehicle (Body), Option (14) [Make & Model]: _____				_____
	Hybrid Propulsion System Conversion Work By: _____				_____
(16)	Fare Box as described in Option (16) of Specification.	15	\$ _____	x 15 =	\$ _____
(17)	Bike Rack as described in Option (17) of Specification.	15	\$ _____	x 15 =	\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 7 - Type IV Bus, FC-CON/FE, 40 Adult Passenger, 0 Wheelchair: (Cont'd)

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>
(18)	Electronic Destination Sign Package as described in Option (18) of Specification.	15

<u>Unit Price</u>	<u>Multiplied by Qty.</u>	<u>Extended Total Price</u>
\$ _____	x 15 =	\$ _____
\$ _____		

GRAND TOTAL BID PRICE ITEM NO. 7 (Type IV) and Option Numbers 1, 2, 2A, 3, 4, 4A, 8, 9, 10, 12, 14, 16, 17 & 18:

Vehicle Details for Base Item & Options:

- Wheelbase: _____
- Turning Diameter [@ End of Front Bumper]: _____
- Exterior Siding [Material]: _____
- Exterior Siding [Thickness]: _____
- Interior Paneling: _____
- Floor Assembly: _____
- Floor Assembly (belly pan): _____
- Wall & Ceiling Insulation: _____
- Passenger Windows [Type/Size]: _____

- Length [Overall, Bumper to Bumper]: _____
- Length [Inside Body, Dash to Rear]: _____
- Width [Inside Body @ Seat Height]: _____

- Headroom: _____
- Entrance Door clear entry opening: _____
- Low Height Front Entrance Step [Top of 1st Step above Ground]: _____
- Entrance Step height with Option (11) entrance step down: _____

- GVWR – Gross Vehicle Weight Rating: _____
- FGAWR – Gross Axle Weight Rating: _____
- RGAWR – Gross Axle Weight Rating: _____

- Axle Capacities: Front: _____
- Rear: _____
- Spring Capacities [Total at Ground]: Front: _____
- Rear: _____
- Air Brakes [Make & Model]: _____
- Service Brakes [total lining or sweep area, both front & rear]: _____
- Booster Diameter, or chamber size: _____

<u>Base Item Vehicle</u>	<u>Option (10) Vehicle</u>
_____ Inches	_____ Inches
_____ Inches	_____ Inches
_____ Gauge	_____ Gauge
_____ Gauge/Material	
_____ Inches/Material	
_____ Inches/Material	
_____ Inches/Material	
_____	_____ " x _____ "
_____ Inches	_____ Inches
_____ lbs.	_____ lbs.
_____ Sq. In.	_____ Sq. In.
_____ Inches	_____ Inches

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 7 - Type IV Bus, FC-CON/FE, 40 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is all supporting warranty information supplied with bid?

YES NO

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

YES NO

Is body Roll Cage and Side Impact supporting materials supplied with bid?

YES NO

Is Hybrid Propulsion System OEM manufacturer certification of Option (14) vehicle provided?

YES NO

Is the USEPA Certificate of Conformity for chassis engine/model year bid provided?

YES NO

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]:

Trade Designation:

Rustproof Material-Sidewalls [Name/Manufacturer]:

Rustproof Material-Window Line [Name/Manufacturer]:

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder _____

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

Item No.	Item/Option Description	Annual Estimated Quantity	Unit Price	Multiplied by Qty	Extended Total Price
8.	Type V Bus, RAMP ENTRY; 32 Adult Passenger, 0 Wheelchair; 17,000 lb. GVWR, complete as per Specifications.	20	\$ _____	x 20 =	\$ _____
	Vehicle (Chassis), Base Item [Make & Model]:		_____		_____
	Vehicle (Body), Base Item [Make & Model]:		_____		_____
	Bus Conversion Work By:		_____		_____
	Upholstered Seating (Stationary), Base Item [Make & Model]:		_____		_____
	Vehicle Ramp, Base Item [Make & Model]:		_____		_____
	Vehicle Ramp [Capacity] & [Deployed Slope Ratio]:		_____		_____

OPTIONAL EQUIPMENT

(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	60	\$ _____	x 60 =	\$ _____
	Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:		_____		_____
(2A)	Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification.	20	\$ _____	x 20 =	\$ _____
	Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:		_____		_____
(3)	Flip Seat (forward facing), as described in Option (3) of Specification.	60	\$ _____	x 60 =	\$ _____
	Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]:		_____		_____
(4)	Air Conditioning as described in Option (4) of Specification.	10	\$ _____	x 10 =	\$ _____
	A/C (Air Conditioner) [Make & Model]:		_____		_____
	A/C Capacity [body OEM's] & [chassis OEM's]:		_____ BTUH;		_____ BTUH
	A/C Air flow [body OEM's] & [chassis OEM's]:		_____ CFM;		_____ CFM
	Is A/C on optional bus the same as for base item?		<input type="checkbox"/> Yes <input type="checkbox"/> No; Other _____		
	If "NO", specify:		_____		
	Will A/C meet performance requirements specified?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		
(4A)	Air Conditioning as described in Option (4a) of Specification.	10	\$ _____	x 10 =	\$ _____
	A/C (Air Conditioner) [Make & Model]:		_____		_____
	A/C Capacity [body OEM's] & [chassis OEM's]:		_____ BTUH;		_____ BTUH
	A/C Air flow [body OEM's] & [chassis OEM's]:		_____ CFM;		_____ CFM
	Will A/C meet performance requirements specified?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder _____

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Multiplied by Qty.</u>	<u>Extended Total Price</u>
<u>ITEM NO. 8 - Type V Bus, RAMP ENTRY, 32 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(8)	Supplemental ADA Transit Package as described in Option (8) of Specification.	15	\$ _____	x 15 =	\$ _____
(9)	Delete seat belts.	15	\$ _____	x 15 =	\$ _____
(12)	Fiberglass transit-style seating as described in Option (12) of Specification.	15	\$ _____	x 15 =	\$ _____
	Option (12) [Make & Model]:		_____	_____	
(14)	Hybrid Propulsion System as described in Option (14) of Specification.	5	\$ _____	x 5 =	\$ _____
	Vehicle (Chassis), Option (14) [Make & Model]:		_____		_____
	Vehicle (Body), Option (14) [Make & Model]:		_____		_____
	Hybrid Propulsion System Conversion Work By:		_____		
(16)	Fare Box as described in Option (16) of Specification.	15	\$ _____	x 15 =	\$ _____
(17)	Bike Rack as described in Option (17) of Specification.	15	\$ _____	x 15 =	\$ _____
(18)	Electronic Destination Sign Package as described in Option (18) of Specification.	15	\$ _____	x 15 =	\$ _____
	GRAND TOTAL BID PRICE ITEM NO. 8 (Type V) and Option Numbers 2, 2A, 3, 4, 4A, 8, 9, 12, 14, 16, 17 & 18:				\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 8 - Type V Bus, RAMP ENTRY, 32 Adult Passenger, 0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options:

Wheelbase: _____
 Turning Diameter [@ End of Front Bumper]: _____
 Exterior Siding [Material]: _____
 Exterior Siding [Thickness]: _____
 Interior Paneling: _____
 Floor Assembly: _____
 Floor Assembly (belly pan): _____
 Wall & Ceiling Insulation: _____
 Passenger Windows [Type/Size]: _____

Length [Overall, Bumper to Bumper]: _____
 Length [Inside Body, Dash to Rear]: _____
 Width [Inside Body @ Seat Height]: _____

Headroom: _____
 Entrance Door clear entry opening: _____
 Low Height Front Entrance Step [Top of 1st Step above Ground]: _____
 Entrance Step height with Option (11) entrance step down: _____

GVWR – Gross Vehicle Weight Rating: _____
 FGAWR – Gross Axle Weight Rating: _____
 RGAWR – Gross Axle Weight Rating: _____

Axle Capacities: Front: _____
 Rear: _____
 Spring Capacities [Total at Ground]: Front: _____
 Rear: _____
 Air Brakes [Make & Model]: _____
 Service Brakes [total lining or sweep area, both front & rear]: _____
 Booster Diameter, or chamber size: _____

Radial Tires [Size & Load-Range; Manufacturer]: _____
 [Front Tread Design; capacity/tire]: _____
 [Rear Tread Design; capacity/tire]: _____

Are tires on optional bus the same as base item? If "NO", specify:
 Optional Bus Radial Tires [Size & Load-Range; Manufacturer]: _____
 Optional Bus [Front Tread Design; capacity/tire]: _____
 Optional Bus [Rear Tread Design; capacity/tire]: _____

Heavy Duty Shock Absorber [Make & Model]: _____

Automatic Transmission [Make & Model]: _____

Engine; Base Item [Make & Model]: _____
 [Number of Cylinders, Displacement]: _____
 [Horsepower & Torque, (Gross Peak)]: _____

Base Item Vehicle

_____ Inches
 _____ Inches

 _____ Gauge
 _____ Gauge/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ " x _____"

_____ Inches
 _____ Inches
 _____ Inches

_____ Inches
 _____ Inches
 _____ Inches
 _____ Inches

_____ lbs.
 _____ lbs.
 _____ lbs.

_____ lbs.
 _____ lbs.
 _____ lbs.
 _____ lbs.

_____ Sq. In.
 _____ Inches

_____R_____ (____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

Yes No; Other _____
 _____R_____ (____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

_____;
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 8 - Type V Bus, RAMP ENTRY, 32 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

<p>Bidder</p> <hr/>

Fuel Tank Capacity:
Front Bumper [Material/Manufacturer]:
Rear Bumper [Material/Manufacturer]:

____ Gallons

Engine; Option (14) [Make & Model]:
Option (14) [Number of Cylinders, Displacement]:
Option (14) [Horsepower & Torque; (Gross Peak)]:

____; _____;
____ Cylinder, _____ Liters (____ CID);
____ HP @ _____ rpm, _____ #' @ _____ rpm

Capacity of Alternator [Base Item]:
Capacity of Alternator [Options (1) and (4/4a)]:
Capacity of Alternator [Options (14)]:

(B) ____ Amps
(1) ____ Amps (4/4a) ____/____ Amps
(14) ____ Amps

Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:
Batteries [With Option (1)]:
Batteries [With Option (4/4a)]:
Batteries [With Option (14)]:

(____), ____ CCA each, ____ minutes RC
(____), ____ CCA each, ____ minutes RC
(____), ____ CCA each, ____ minutes RC
(____), ____ CCA each, ____ minutes RC

Storage Batteries [(Number of), Volts] With Option (14):
Storage Batteries With Option (14):
Explain Storage Batteries With Option (14):

(____), _____ volts (each)
 Nickel-Metal Hydride Lithium-Ion

Seat Belts [Make & Model]:

Vehicle Warranty (Body):
Vehicle Warranty (Chassis):
Vehicle Warranty (Structure):

____ Years _____ Miles
____ Years _____ Miles
____ Years _____ Miles

Is all supporting warranty information supplied with bid?

YES NO

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

YES NO

Is body Roll Cage and Side Impact supporting materials supplied with bid?

YES NO

Is Hybrid Propulsion System OEM manufacturer certification of Option (14) vehicle provided?

YES NO

Is the USEPA Certificate of Conformity for chassis engine/ model year bid provided?

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 8 - Type V Bus, RAMP ENTRY, 32 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]:

Trade Designation:

Rustproof Material-Sidewalls [Name/Manufacturer]:

Rustproof Material-Window Line [Name/Manufacturer]:

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

Item No.	Item/Option Description	Annual Estimated Quantity
9.	Type VI Bus, FC-CON/FE; 28 Adult Passenger, 0 Wheelchair; 17,000 lb. GVWR, complete as per Specifications.	40
	Vehicle (Chassis), Base Item [Make & Model]:	
	Vehicle (Body), Base Item [Make & Model]:	
	Bus Conversion Work By:	
	Upholstered Seating (Stationary), Base Item [Make & Model]:	

Unit Price	Multiplied by Qty	Extended Total Price
\$ _____	x 40 =	\$ _____
_____		_____
_____		_____
_____		_____

OPTIONAL EQUIPMENT

(1)	Wheelchair Lift as described in Option (1) of Specification.	10
	Lift (Wheelchair), Electric/Hydraulic, Lift's Capacity: Option (1), Wheelchair Lift [Make & Model]:	
	Air-Ride Suspension [Make & Model]:	
	Is Wheelchair Lift on optional bus the same as base item? If "NO", specify:	

\$ _____	x 10 =	\$ _____
_____ lbs.		_____
_____		_____
<input type="checkbox"/> Yes <input type="checkbox"/> No; Other _____		

Wheelchair Lift Warranty : _____
 Is Wheelchair Lift capable of minimum 2500 cycle operation?

_____ Years; Limited Unlimited (check one)
 Yes No

(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	60
	Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:	

\$ _____	x 60 =	\$ _____
_____		_____

(2A)	Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification.	20
	Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:	

\$ _____	x 20 =	\$ _____
_____		_____

(3)	Flip Seat (forward facing), as described in Option (3) of Specification.	60
	Seat/s (Forward Facing Fold Away), Opt (3) [Make & Model]:	

\$ _____	x 60 =	\$ _____
_____		_____

(4)	Air Conditioning as described in Option (4) of Specification.	15
	A/C (Air Conditioner) [Make & Model]:	
	A/C Capacity [body OEM's] & [chassis OEM's]:	
	A/C Air flow [body OEM's] & [chassis OEM's]:	
	Is A/C on optional bus the same as for base item? If "NO", specify:	

\$ _____	x 15 =	\$ _____
_____ BTUH;		_____ BTUH
_____ CFM;		_____ CFM
<input type="checkbox"/> Yes <input type="checkbox"/> No; Other _____		

Will A/C meet performance requirements specified?

Yes No (If Yes, Manuf. Cert. is required)

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder _____

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Multiplied by Qty.</u>	<u>Extended Total Price</u>
<u>ITEM NO. 9 - Type VI Bus, FC-CON/FE, 28 Adult Passenger, 0 Wheelchair: (Cont'd)</u>					
<u>OPTIONAL EQUIPMENT (Cont'd)</u>					
(4A)	Air Conditioning as described in Option (4a) of Specification. A/C (Air Conditioner) [Make & Model]: A/C Capacity [body OEM's] & [chassis OEM's]: A/C Air flow [body OEM's] & [chassis OEM's]: Will A/C meet performance requirements specified?	15	\$ _____	x 15 =	\$ _____
			_____ BTUH; _____ CFM;		_____ BTUH _____ CFM
			<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Manuf. Cert. is required)		
(8)	Supplemental ADA Transit Package as described in Option (8) of Specification.	15	\$ _____	x 15 =	\$ _____
(9)	Delete seat belts.	15	\$ _____	x 15 =	\$ _____
(12)	Fiberglass transit-style seating as described in Option (12) of Specification. Option (12) [Make & Model]:	20	\$ _____	x 20 =	\$ _____
(14)	Hybrid Propulsion System as described in Option (14) of Specification. Vehicle (Chassis), Option (14) [Make & Model]: Vehicle (Body), Option (14) [Make & Model]: Hybrid Propulsion System Conversion Work By:	10	\$ _____	x 10 =	\$ _____
(16)	Fare Box as described in Option (16) of Specification.	15	\$ _____	x 15 =	\$ _____
(17)	Bike Rack as described in Option (17) of Specification.	15	\$ _____	x 15 =	\$ _____
(18)	Electronic Destination Sign Package as described in Option (18) of Specification.	15	\$ _____	x 15 =	\$ _____
GRAND TOTAL BID PRICE ITEM NO. 9 (Type VI) and Option Numbers 1, 2, 2A, 3, 4, 4A, 8, 9, 12, 14, 16, 17 & 18:					\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 9 - Type VI Bus, FC-CON/FE, 28 Adult Passenger,
0 Wheelchair: (Cont'd)

<p>Bidder</p> <hr/>

Vehicle Details for Base Item & Options:

Wheelbase: _____
 Turning Diameter [@ End of Front Bumper]: _____
 Exterior Siding [Material]: _____
 Exterior Siding [Thickness]: _____
 Interior Paneling: _____
 Floor Assembly: _____
 Floor Assembly (belly pan): _____
 Wall & Ceiling Insulation: _____
 Passenger Windows [Type/Size]: _____

 Length [Overall, Bumper to Bumper]: _____
 Length [Inside Body, Dash to Rear]: _____
 Width [Inside Body @ Seat Height]: _____

 Headroom: _____
 Entrance Door clear entry opening: _____
 Low Height Front Entrance Step [Top of 1st Step above Ground]: _____
 Entrance Step height with Option (11) entrance step down: _____

 GVWR – Gross Vehicle Weight Rating: _____
 FGAWR – Gross Axle Weight Rating: _____
 RGAWR – Gross Axle Weight Rating: _____

 Axle Capacities: Front: _____
 Rear: _____
 Spring Capacities [Total at Ground]: Front: _____
 Rear: _____
 Air Brakes [Make & Model]: _____
 Service Brakes [total lining or sweep area, both front & rear]: _____
 Booster Diameter, or chamber size: _____

 Radial Tires [Size & Load-Range; Manufacturer]: _____
 [Front Tread Design; capacity/tire]: _____
 [Rear Tread Design; capacity/tire]: _____
 Are tires on optional bus the same as base item? If "NO", specify:
 Optional Bus Radial Tires [Size & Load-Range; Manufacturer]: _____
 Optional Bus [Front Tread Design; capacity/tire]: _____
 Optional Bus [Rear Tread Design; capacity/tire]: _____

 Heavy Duty Shock Absorber [Make & Model]: _____

 Automatic Transmission [Make & Model]: _____

 Engine; Base Item [Make & Model]: _____
 [Number of Cylinders, Displacement]: _____
 [Horsepower & Torque, (Gross Peak)]: _____

Base Item Vehicle

_____ Inches
 _____ Inches

 _____ Gauge
 _____ Gauge/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ Inches/Material
 _____ " x _____"

 _____ Inches
 _____ Inches
 _____ Inches

 _____ Inches
 _____ Inches
 _____ Inches
 _____ Inches

 _____ lbs.
 _____ lbs.
 _____ lbs.

 _____ lbs.
 _____ lbs.
 _____ lbs.
 _____ lbs.

 _____ Sq. In.
 _____ Inches

 _____ R _____ (_____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

 Yes No; Other _____
 _____ R _____ (_____); _____
 _____; _____ lbs. each
 _____; _____ lbs. each

 _____; _____
 _____ Cylinder, _____ Liters (_____ CID);
 _____ HP @ _____ rpm, _____ #' @ _____ rpm

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 9 - Type VI Bus, FC-CON/FE, 28 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

<p>Bidder</p> <hr/>

Fuel Tank Capacity:
Front Bumper [Material/Manufacturer]:
Rear Bumper [Material/Manufacturer]:

____ Gallons

Engine; Option (14) [Make & Model]:
Option (14) [Number of Cylinders, Displacement]:
Option (14) [Horsepower & Torque; (Gross Peak)]:

____ Cylinder, ____ Liters (____ CID);
____ HP @ ____ rpm, ____ #' @ ____ rpm

Capacity of Alternator [Base Item]:
Capacity of Alternator [Options (1) and (4/4a)]:
Capacity of Alternator [Options (14)]:

(B) ____ Amps
(1) ____ Amps (4/4a) ____/____ Amps
(14) ____ Amps

Batteries; [(Number of), Rating @ 0°F, Reserve Capacity]:
Batteries [With Option (1)]:
Batteries [With Option (4/4a)]:
Batteries [With Option (14)]:

(____), ____ CCA each, ____ minutes RC
(____), ____ CCA each, ____ minutes RC
(____), ____ CCA each, ____ minutes RC
(____), ____ CCA each, ____ minutes RC

Storage Batteries [(Number of), Volts] With Option (14):
Storage Batteries With Option (14):
Explain Storage Batteries With Option (14):

(____), ____ volts (each)
 Nickel-Metal Hydride Lithium-Ion

Seat Belts [Make & Model]:

Vehicle Warranty (Body):
Vehicle Warranty (Chassis):
Vehicle Warranty (Structure):

____ Years ____ Miles
____ Years ____ Miles
____ Years ____ Miles

Is all supporting warranty information supplied with bid?

YES NO

Is "build-sheet" and "dimensional floor plan" of vehicle provided?

YES NO

Is body Roll Cage and Side Impact supporting materials supplied with bid?

YES NO

Is Hybrid Propulsion System OEM manufacturer certification of Option (14) vehicle provided?

YES NO

Is the USEPA Certificate of Conformity for chassis engine/ model year bid provided?

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

Bidder _____

ITEM NO. 9 - Type VI Bus, FC-CON/FE, 28 Adult Passenger,
0 Wheelchair: (Cont'd)
Vehicle Details for Base Item & Options: (Cont'd)

Is Rustproof Material listed on the Federal Qualified Products List?

YES NO

Rustproof Material [Name/Manufacturer]:

Trade Designation:

Rustproof Material-Sidewalls [Name/Manufacturer]:

Rustproof Material-Window Line [Name/Manufacturer]:

_____	_____
_____	_____
_____	_____

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder <hr style="border: none; border-top: 1px solid black;"/>

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

FAX AND EMAIL BID SUBMISSIONS WILL NOT BE CONSIDERED FOR THIS BID OPENING.

<u>Item No.</u>	<u>Item/Option Description</u>	<u>Annual Estimated Quantity</u>	<u>Unit Price</u>	<u>Multiplied</u>	<u>Extended Total Price</u>
10.	Type VII Van, FC-CON/FE; 6 Adult Passenger, 0 Wheelchair; 5,000 lb. GVWR, complete as per Specifications.	20	\$ _____	<u>by Qty</u> x 20 =	\$ _____
	Vehicle (Chassis), Base Item [Make & Model]:		_____		_____
	Vehicle (Body), Base Item [Make & Model]:		_____		_____
	Bus Conversion Work By:		_____		_____
	Upholstered Seating (Stationary), Base Item [Make & Model]:		_____		_____
	Vehicle Ramp, Base Item [Make & Model]:		_____		_____
	Vehicle Ramp [Capacity] & [Deployed Slope Ratio]:		_____		_____

OPTIONAL EQUIPMENT

(2)	Restraint System, Wheelchair and Occupant, as described in Option (2) of Specification.	10	\$ _____	x 10 =	\$ _____
	Wheelchair & Occupant Restraint/s, Option (2) [Make & Model]:		_____		_____
(2A)	Restraint System, Wheelchair and Occupant, as described in Option (2a) of Specification.	10	\$ _____	x 10 =	\$ _____
	Wheelchair & Occupant Restraint/s, Option (2a) [Make & Model]:		_____		_____

GRAND TOTAL BID PRICE ITEM NO. 10 (Type VII) and
Option Numbers 2 & 2A:

\$ _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 10 – Type VII Van, FC-CON/FE, 6 Adult Passenger, 0 Wheelchair: (Cont'd)

<p>Bidder</p> <hr/>

Vehicle Details for Base Item & Options:

Wheelbase: _____
Turning Diameter [@ End of Front Bumper]: _____

Length [Overall, Bumper to Bumper]: _____
Length [Inside Body, Dash to Rear]: _____
Width [Inside Body @ Seat Height]: _____

Headroom: _____
Entrance Door clear entry opening: _____

GVWR – Gross Vehicle Weight Rating: _____
FGAWR – Gross Axle Weight Rating: _____
RGAWR – Gross Axle Weight Rating: _____

Radial Tires [Size & Load-Range; Manufacturer]: _____
[Front Tread Design; capacity/tire]: _____
[Rear Tread Design; capacity/tire]: _____

Engine; Base Item [Make & Model]: _____
[Number of Cylinders, Displacement]: _____
[Horsepower & Torque, (Gross Peak)]: _____

Fuel Tank Capacity: _____

Capacity of Alternator [Base Item]: _____

Vehicle Warranty (Body): _____
Vehicle Warranty (Chassis): _____
Vehicle Warranty (Structure): _____

Is all supporting warranty information supplied with bid?

Is “build-sheet” and “dimensional floor plan” of vehicle provided?

Base Item Vehicle

_____ Inches
_____ Inches

_____ Inches
_____ Inches
_____ Inches

_____ Inches
_____ Inches

_____ lbs.
_____ lbs.
_____ lbs.

_____ R _____ (_____); _____
_____ lbs. each
_____ lbs. each

_____;
_____ Cylinder, _____ Liters (_____ CID);
_____ HP @ _____ rpm, _____ #' @ _____ rpm

_____ Gallons

Base Item Vehicle & Optional Upgrades

(B) _____ Amps

_____ Years _____ Miles
_____ Years _____ Miles
_____ Years _____ Miles

YES NO

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

NYS OGS Invitation for Bids (IFB) 22339

ITEM NO. 10 – Type VII Van, FC-CON/FE, 6 Adult Passenger, 0 Wheelchair: (Cont'd)

Vehicle Details for Base Item & Options: (Cont'd)

Is Ultra-capacitor Hybrid Propulsion System OEM manufacturer Certification of Option (15) vehicle provided?

YES NO N/A

Is the USEPA Certificate of Conformity for chassis engine/model year bid provided?

YES NO

Delivery [days after receipt of order]:

_____ Days

Does vehicle offered conform to FMVSS 220/221, FMVSS 214 and to Chapter VI, Article 3, Part 720/721 of the State of New York Transportation regulations, except as relating to school buses?

YES NO

If "NO", please explain.....

Have you provided a copy of the appropriate STURAA (Altoona) Bus testing report for this Item in your offer?

YES NO

Can bidder provide the estimated annual quantities listed?

YES NO

If "NO", please explain.....

Bidder _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder _____

BIDDER QUESTIONNAIRE: FAILURE TO ANSWER THE FOLLOWING QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID AS NON-RESPONSIVE.

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

YES NO

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

GSA VA NO

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

GSA VA NO

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

GSA VA NO

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

Manufacturer Other

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

YES NO

- Do you have your catalog available on the Internet?

YES NO

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

YES NO

- Does bidder offer Electronic Access Ordering (EDI)?

YES NO

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

YES NO

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

YES NO

Are any products offered manufactured from recycled materials?

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder _____

BIDDER QUESTIONNAIRE: (Cont'd)

Has Bidder completed the New York State Vendor Responsibility Questionnaire?

- YES, filed online
(OR)
- YES, paper copy attached

If Bidder completed the Questionnaire online, has Bidder certified or recertified the Vendor Responsibility Questionnaire no more than six (6) months prior to the bid opening date?

- YES NO

NOTE: A Bidder will not be recommended for Award without having up-to-date Vendor Responsibility Questionnaires on file with New York State.

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

Name: _____

Title: _____

Telephone Number: _____

() _____

Toll Free Telephone Number: _____

() _____

Fax Number: _____

() _____

Toll Free Fax Number: _____

() _____

E-Mail Address: _____

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

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

Name: _____

Title: _____

Telephone Number: _____

() _____

Fax Number: _____

() _____

Pager Number: _____

() _____

Cellular Telephone Number: _____

() _____

E-Mail Address: _____

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

BIDDER QUESTIONNAIRE: (Cont'd)

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

<http://www.nylovesmwbe.ny.gov/cf/search.cfm>

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

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

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

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

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

"Small Business Concern" means a business which:

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

YES NO

YES NO

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

YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder _____

BIDDER QUESTIONNAIRE: (Cont'd)

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

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

- A. All NYS Manufacture
- B. All Manufactured outside NYS
- C. Manufactured In NYS and Outside NYS
If yes to C above, Location (State) where more than half the value is added to the product(s) bid:

- YES NO
- YES NO
- YES NO

State of _____

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

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

State of _____

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

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

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

(2) have business operations in Northern Ireland:

- YES NO

If yes,

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

- YES NO

PLEASE PROVIDE TYPEWRITTEN RESPONSES (OR USE BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder <hr/>

BIDDER QUESTIONNAIRE: (Cont'd)

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

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

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

YES NO

If yes, please answer the following question:

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

YES NO

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

YES NO

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

Governmental Entity:

Date of Finding of Non-responsibility:

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

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

YES NO

If yes, please provide details:

Governmental Entity:

Date of Termination or Withholding of Contract:

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

MANUFACTURER'S CERTIFICATE

NOTICE TO BIDDERS:

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

BIDDER'S COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE ZIP: _____

List the Vehicle Classifications to which this Certificate applies: _____

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. Do you as a manufacturer agree to supply the bidder/dealer with all quantities of products ordered pursuant to any resulting contract with the State? Yes No

MANUFACTURER'S COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

PRINTED OR TYPED COPY OF SIGNATURE

SIGNATURE OF AUTHORIZED
MANUFACTURER'S REPRESENTATIVE

DATE

TITLE

THIS PAGE IS INTENTIONALLY LEFT BLANK

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)

(BIDDERS ARE REQUESTED TO RETAIN THESE CLAUSES FOR FUTURE REFERENCE)

Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor agrees that it will comply with the requirements of 29 U.S.C. section 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Interest of Members of or Delegates to the United States Congress – In accordance with 41 U.S.C. section 22, the contractor agrees that it will not admit any member of or delegate to the United States Congress to any share to part of the Project or any benefit derived there from.

Geographic Restrictions – The contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by the FTA, such as in the acquisition of management, architectural, and engineering services provided a sufficient number of qualified firms are eligible to compete for the third party contract.

Fly America Requirements – The contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such as service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America – The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. **Rolling stock must be assembled in the United States and have a 60 percent domestic content.** A bidder must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Charter Service Operations – The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental” i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations – Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

Cargo Preference – Use of United States-Flag Vessels – The contractor agrees: **a.** to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; **b.** to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.) **c.** to include these requirements in all subcontracts issued pursuant to this contract when the subcontractor may involve the transport of equipment, material, or commodities by ocean vessel.

Migration of Adverse Environmental Effects – The contractor agrees that if the Project would cause adverse environmental effects, the contractor will take all reasonable steps to minimize those effects in accordance with 49 U.S.C. Section 5324(b), and all other applicable Federal Laws and Regulations, specifically, the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. Section 303) and with any conditions the Federal Government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the Federal Government and the contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Energy Conservation – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Clean Water – (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report such violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Bus Testing – The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(C) and FTA’s implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient’s final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient’s final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA’s implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Liquidated Damages – FTA and the contractor recognize that liquidated damages requirements are appropriate if the parties to a contract may reasonably expect to incur damages in the form of increased Project costs resulting from the late completion of the contract and if the extent or amount of such damages would be difficult or impossible to determine after the delay has occurred. Accordingly, the contractor agrees to comply with the following requirements:

- (1) **General Restrictions:** The contractor agrees that any liquidated damage clauses it might impose must comply with the following restrictions:
 - (a) The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and
 - (b) The rate must be specified in the third party contract.
- (2) **Special Restrictions:** The contractor agrees to comply with any other special liquidated damages restrictions FTA might impose.
- (3) **Disposition of Liquidated Damages:** The contractor agrees that any liquidated damages recovered shall be credited to the Project account involved unless the Federal Government permits otherwise.

Metric System – To the extent required by U.S. DOT or FTA, the contractor agrees to use the metric system of measurement in its Project activities, as may be required by 49 U.S.C. Section 205a et seq.; Executive Order No. 12770, “Metric Usage in Federal Government Programs,” 15 U.S.C. Section 205a note; and other regulations, guidelines and policies issued by the U.S. DOT or FTA. To the extent practicable and feasible, the contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

Reports – At a minimum, the contractor agrees to provide to FTA those reports required by the U.S. DOT’s grant management rules and any other reports the Federal Government may require.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Record Retention – The contractor agrees that, during the course of the Project and for three (3) years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the Federal Government may require for the Project.

Access to Records – The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Performance and Payment Bonding Requirements (Non-Construction)

The contractor may be required to obtain performance and payment bonds when necessary to protect the (recipient's) interest.

- (a) The following situations may warrant a performance bond:
 1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 2. A contractor sells assets to or merges with another concern, and the (recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 3. Substantial progress payments are made before delivery of end items starts.
 4. Contracts are for dismantling, demolition, or removal of improvements.
- (b) When it is determined that a performance bond is required, the contractor shall be required to obtain performance bonds as follows:
 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (recipient) determines that a lesser amount would be adequate for the protection of the (recipient).
 2. The (recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (recipient) may secure additional protection by directing the contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (recipient's) interest.
- (d) When it is determined that a payment bond is required, the contractor shall be required to obtain payment bonds as follows:
 1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (recipient).

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Warranty of the Work and Maintenance Bonds

1. The contractor warrants to (recipient), the Architect and/or Engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by (recipient), free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be considered defective. If required by the (Project Manager), the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by (recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (recipient). As additional security for these guarantees, the contractor shall, prior to the release of final payment (as provided in Item X below), furnish separate maintenance {or guarantee} bonds in form acceptable to (recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this contract. These bonds shall secure the contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after final payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Contract Work Hours and Safety Standards (Cont'd)

(3) **Withholding for unpaid wages and liquidated damages** – The (*write in the name of the grantee*) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** – The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Compliance with Copeland Act Requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

No Obligation by the Federal Government

(1) The purchaser and contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Suspension and Debarment – This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Contracts Involving Federal Privacy Act Requirements – The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights – The following requirements apply to the underlying contract:

- (1) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
 - (a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Disputes – Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of New York State Department of Transportation’s Commissioner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the Commissioner. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Commissioner shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by New York State Department of Transportation, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the New York State Department of Transportation and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the New York State Department of Transportation is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the New York State Department of Transportation, (Architect) or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

Transit Employee Protective Provisions

- (1) The contractor agrees to comply with applicable transit employee protective requirements as follows:
 - (a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA recipient’s project from which Federal assistance is provided to support work on the underlying contract. The contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the contractor agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified by the U.S. DOL’s letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA) (CONT'D)

Transit Employee Protective Provisions: (Cont'd)

- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The contractor also agrees to include any applicable requirements in each sub-contract involving transit operations financed in whole or in part with Federal Assistance provided by FTA.

Disadvantaged Business Enterprise – The contractor and its sub-contractors agree to comply with Executive Order 11246, entitled “Equal Employment Opportunity” and Department of Transportation regulations (49 CFR Parts 21 and 26), and the following:

Disadvantaged Business Enterprises – In connection with the performance of this Agreement, the contractor will cooperate with the State in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises will have the maximum practicable opportunity to compete for sub-contract work under this Agreement. Also, in this connection the contractor shall undertake such actions as may be necessary to comply with Section 1101(b) of SAFETEA-LU, as implemented in 49 CFR Part 26.

In addition, the contractor and its sub-contractors agree to abide by the statements in paragraphs (1) and (2) below. These statements are, by reference, made part of this Agreement and must be included in all subsequent agreements between the contractor and any sub-contractor and in all FTA-assisted contracts between recipients or sub-recipients and any contractor.

- (1) “Policy – It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 26 apply to this agreement.”
- (2) “MBE Obligation – The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, creed, national origin or sex in the award and performance of DOT-assisted contracts.”

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

END OF FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)

APPENDIX 1 IS NO LONGER INCLUDED WITH OGS PSG BID DOCUMENTS. PLEASE REFER TO PAGE 4 OF THIS IFB TO READ ABOUT THE NEW ONLINE VENDOR RESPONSIBILITY QUESTIONNAIRE.

APPENDIX 2

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD) {Updated 01/08}
http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

Contractor Certification to Covered Agency (ST-220-CA)
http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD
(5/07)

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

Contractor name

Contractor's principal place of business City State ZIP code

Contractor's mailing address (if different than above)

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()
---	---	--------------------------------------

Covered agency name OGS PSG	Contract number or description	Estimated contract value over the full term of the contract (but not including renewals) \$ N/A
---------------------------------------	--------------------------------	---

Covered agency address Corning Tower, The Governor Nelson A. Rockefeller Plaza, Albany, NY 12242	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.

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need Help?



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



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



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

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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



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

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

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

Section 1 - Contractor registration status

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

Section 2 - Affiliate registration status

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

Section 3 - Subcontractor registration status

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

Sworn to this _____ day of _____, 20 ____

(sign before a notary public)

(title)

THIS PAGE IS INTENTIONALLY LEFT BLANK

ST-220-CA

(6/06)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

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

Contractor name			For covered agency use only Contract number or description	
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)	
Estimated contract value over the full term of contract (but not including renewals)				
\$				
Contractor's telephone number ()		Covered agency name		
Covered agency address				Covered agency telephone number

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

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

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

Instructions

General Information

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

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

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

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

Town of _____,

County of _____,

State of _____; and further that:

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need Help?

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

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

 **Telephone assistance** is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

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

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

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of 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
GENERAL SPECIFICATIONS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

TABLE OF CONTENTS

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

GENERAL

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

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

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

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

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

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

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

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

ATTORNEY GENERAL Attorney General of the State of New York.

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

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

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

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

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

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

COMPTROLLER Comptroller of the State of New York.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OGS The New York State Office of General Services.

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

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

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

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

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

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

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

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

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

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

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

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

STATE State of New York.

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

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

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

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

BID SUBMISSION

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

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

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

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

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

"BID ENCLOSED (bold print, all capitals)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. CONFIDENTIAL/TRADE SECRET MATERIALS

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

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

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

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

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

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

a. “Public Works” and “Building Services” - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

18. TAXES

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

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

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

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

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

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

21. PRODUCT REFERENCES

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

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

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

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

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

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

24. PRICING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. DRAWINGS

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

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

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

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

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

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

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

28. SAMPLES

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

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

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

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

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

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

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

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

BID EVALUATION

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

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

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

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

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

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

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

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

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

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

TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. SHIPPING/RECEIPT OF PRODUCT

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

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

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

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

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

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

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

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

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

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

53. REPAIRED OR REPLACED PARTS / COMPONENTS

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

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

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

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

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

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

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

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

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

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

60. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

63. DEFAULT – AUTHORIZED USER

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

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

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

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

64. INTEREST ON LATE PAYMENTS

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

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

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

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

a. Cover/Substitute Performance In the event of Contractor's material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.

b. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Bankruptcy In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim

or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

66. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

67. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User agency representative.

68. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

69. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

70. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery of Product or coordination of performance of services.

71. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

72. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

a. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

c. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

d. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes

beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authorized User and pass through the manufacturer's standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

e. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authorized User and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

f. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

g. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

h. Workmanship Warranty Contract warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

i. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

73. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

74. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

75. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Authorized Users gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the Authorized User is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the

Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authorized User and secure a continuance to permit the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

76. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

77. INSURANCE Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. If specified, the Contractor may be required to add the Authorized User as an additional insured.

THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS

78. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or

interest in any trademark, trade name, or service mark is granted hereunder.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. Licensed Documentation If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional

license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as

authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

- (i) Copy the Product;
- (ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- (iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

79. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

80. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none, then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

81. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this paragraph, "Products." A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

(ii) For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

2. Software - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed

Product”), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner’s standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User’s satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User’s Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the licensee where the Authorized User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV’s owner’s standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

(ii.) **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor’s business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. **Transfers or Assignments to a Third Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchase (s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee (“Trustee”) as collateral where required by the terms of the financing agreement. Trustee’s sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee’s rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee’s rights in such Licensed Product shall terminate immediately and Authorized User’s prior rights to such Existing Licensed Product shall be revived.

d. **Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Authorized User’s sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this paragraph.

e. **Contractor’s Obligation with Regard to ISV (Third Party) Product** Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV’s standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor’s sole cost and expense.

82. **PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer’s certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

83. **PRODUCT VERSION** Purchase Orders shall be deemed to reference Manufacturer’s most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

84. **CHANGES TO PRODUCT OR SERVICE OFFERINGS**

a. **Product or Service Discontinuance** Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers (“date of notice”) that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor (“withdrawn support”) is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User’s option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor’s obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor

ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers (“date of notice”) that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

85. NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

86. SOURCE CODE ESCROW FOR LICENSED PRODUCT

If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

FOR NEGOTIATED CONTRACTS THE FOLLOWING CLAUSES ARE RESERVED BECAUSE BIDDING DOES NOT APPLY:

Clauses: 7, 8, 9, 10, 11, 12, 13, 16, 15, 21, 25, 26, 28, 29, 30, 31, 32, 33, 36, 49, 50, 52, 54 and 37

INDEX

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