

State of New York Executive Department  
Office Of General Services  
Procurement Services Group  
Corning Tower Building - 38th Floor  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 38612 - TRAFFIC SAFETY PRODUCTS (Cones, Flexible Delineator Posts &amp; Channelizer Drums) (Statewide with Multi-State Participation) Classification Code: 46</b>
<b>Award Number</b>	<b>:</b>	<b><a href="#">20187 RA</a></b>
<b>Contract Period</b>	<b>:</b>	<b>November 15, 2006 to November 14, 2011</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>August 8, 2006</b>
<b>Date of Issue</b>	<b>:</b>	<b>January 22, 2007 REVISED: December 1, 2010</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : James E. Malone Title : Purchasing Officer 1 Phone : 518-473-2428 Fax : 518-474-8676 E-mail : James.Malone@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

This award is traffic cones, flexible delineator posts and channelizers (drums) for traffic and public safety applications. It is a New York Statewide award and an exercise in cooperative purchasing with the following collection of States: Maine, Massachusetts, Michigan, New Hampshire, New Jersey, Pennsylvania, Rhode Island, Vermont, Wisconsin and the Port Authority of New York and New Jersey.

PR # 20187 RA

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
<b>PC62812</b>	JBC Safety Plastics, Inc. 12245 Florance Avenue SanteFe Springs, CA 90670	(866) 742-5512 - Toll Free (562) 777-1661 Gerald Applebaum (562) 777-0664 - FAX gerry@jbcsafety.com www.jbcsafety.com	330847016
<b>PC62813</b>	Work Area Protection Corporation 2500 Production Drive St.Charles, IL 60174  Work Area Protection Corporation offers the following <b>3% Cash Discount for payment within 15 days of delivery and/or receipt of voucher</b> <b>1% Cash Discount for payment within 30 days of delivery and/or receipt of voucher</b>	(800) 327-4417 - Toll Free (630) 377-9100 Richard Bielski (630) 377-9270 FAX workarea@workareaprotection.com www.workareaprotection.com	521488457
<b>PC62814</b>	Davidson Traffic Control Products from Pexco LLC 3110 70th Avenue East Tacoma, WA 98424  <b>Remittance address:</b> Pexco LLC. - Tacoma 2683 Momentum Place Chicago, IL 60689-5326	(877) 335-4638 - Toll Free  (253) 284-8000 ext. 130 Peter A. Speer peter.speer@pexco.com www.pexco.com	264323543

All of the above vendors will accept the NYS Procurement Card for NYS orders up to \$10,000.00

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
**(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters **SB** listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters **MBE** and **WBE** indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**TERMS AND CONDITIONS PRECEDENCE:**

These terms and conditions apply to all contracts awarded pursuant to this document. To the extent that any inconsistencies exist between these and any special terms and conditions listed for a State, Commonwealth, or Authority, that participating State's, Commonwealth's or Authority's laws, terms and conditions shall prevail for that portion of the awarded contract for that entity.

For clarification of identification throughout this document, the term "State" in any form, refers to any participating body in this offering whether they be by law a "State", a "Commonwealth" or an "Authority"

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**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

The product herein contains recycled & post consumer content as follows				
Lot	Item	Total Recycled	Post Consumer	Secondary Material from NYS Waste Stream
I	Traffic Cones	50%	50%	-
II	Channelizer Drums			
	Drums w/ 25lb. base	71%	71%	N/A
	Drums w/ 40lb. base	79%	79%	N/A
III	Flexible Delineator Posts	50%	10%	40%

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

**PREFERRED SOURCE PRODUCTS AND SERVICES:**

**New York State** users should note some products in **Lots II and III** of this contract may be available from the preferred source vendor: NYS Industries for the Disabled. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

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**PSG's 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 document or through the OGS website ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)).

**PRICE:**

Price includes all customs duties and charges and is **net, F.O.B. Destination, any point** within the States of Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin, as designated by the ordering agency or authority including tailgate delivery.

Note well PACKAGING & PALLETIZATION clause herein.

Any general price reductions passed on to other customers occasioned because of a competitive "softening" of the market are to be correspondingly offered at the same ratio to all affected States. Prices may be lowered at any time. Failure on the part of the contractor(s) to promptly accord such industry-wide price reductions on the contracts may constitute a breach and the contracts with that vendor may be canceled.

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

**Lower Pricing** - The States reserve the right to negotiate lower pricing, or to advertise for bids, whichever is in that State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

Any general price reductions passed on to other customers occasioned because of a competitive "softening" of the market are to be correspondingly offered at the same ratio to all affected States. Prices may be lowered at any time. Failure on the part of the contractor(s) to promptly accord such industry-wide price reductions on the contracts may constitute a breach and the contracts with that vendor may be canceled.

**Price Changes** - Prices are firm through the first four months after the contract award. Thereafter, contract prices shall be subject to increase or decrease during the contract period in accordance with the terms of the Price Adjustment Clause as found beginning on page 14 of this document. This Adjustment provision will be in effect for all participating states with the exception of New Jersey. Unless this provision is subsequently approved for use by legislation in the State of New Jersey, The original award prices will be effective for the duration of the contract in the State of New Jersey.

Request for price changes at any other time will not be granted unless an "**Unworkable Price Structure**" situation develops (please see more on this below).

**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 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. These changes may be accomplished by adjusting the timing and/or frequency of the Price Adjustment Clause as found on page 14, or through other means. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

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**LOT I - TRAFFIC CONES - (AWARD BY LOT):**

DESTINATION: **F.O.B. Destination, Tailgate Delivery to any point** within the States of Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin, as designated by the ordering agency or authority.

**ITEMS #1 -11 :**

For traffic cones (Lot 1) only: Non-reflective and reflective cones may be combined on one order to achieve the most favorable “Order Quantity” price level. The “Order Quantity” price shall be based on the aggregate total of cones included on an order for delivery to a single destination. For example, if an order consists of a total of 800 pieces composed of 250 non-reflective and 550 reflective cones ALL cones on the order shall be priced at the applicable 400-999 price level.

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

<b>ITEM</b>	<b>Unit Price</b>	<b>Item Order Number</b>
<b>Item #1 - Traffic Cone, non-reflective; #3, 18” high and 11-3/8” (min.), square base.</b>		
a. 20-199	\$3.82	<b>RS45015C</b>
b. 200-399	\$3.67	<b>RS45015C</b>
c. 400-999	\$3.57	<b>RS45015C</b>
d. 1000 +	\$3.47	<b>RS45015C</b>
<b>Item #2 - Same as Item 1, except with a 6” reflective sheeting band.</b>		
a. 20-199	\$6.26	<b>RS45015C3M6</b>
b. 200-399	\$6.11	<b>RS45015C3M6</b>
c. 400-999	\$6.01	<b>RS45015C3M6</b>
d. 1000 +	\$5.91	<b>RS45015C3M6</b>
<b>Item #3 -Traffic Cone, non-reflective; #7, 28” high, 14” square base and slim line style.</b>		
a. 20-199	\$6.29	<b>RS70032S</b>
b. 200-399	\$6.14	<b>RS70032S</b>
c. 400-999	\$6.04	<b>RS70032S</b>
d. 1000 +	\$5.94	<b>RS70032S</b>
<b>Item #4 - Same as Item 3, except with 6” and 4” reflective sheeting bands.</b>		
a. 20-199	\$10.63	<b>RS70032S3M64</b>
b. 200-399	\$10.48	<b>RS70032S3M64</b>
c. 400-999	\$10.38	<b>RS70032S3M64</b>
d. 1000 +	\$10.28	<b>RS70032S3M64</b>

(continued)

**GROUP 38612 - TRAFFIC SAFETY PRODUCTS AWARD (Revised March, 2010) PAGE 6**  
 (Cones, Flexible Delineator Posts & Channelizer Drums) (Statewide with Multi-State Participation)

**LOT I - TRAFFIC CONES - (AWARD BY LOT):**  
**ITEMS #1 -11 (Continued):**

<b>ITEM</b>	<b>Unit Price</b>	<b>Item Order Number</b>
<b>Item #5 - Traffic Cone, non-reflective; #10, 28" high, 15" square base, and slim line style.</b>		
a. 20-199	\$8.49	<b>RS70045S</b>
b. 200-399	\$8.34	<b>RS70045S</b>
c. 400-999	\$8.24	<b>RS70045S</b>
d. 1000 +	\$8.14	<b>RS70045S</b>
<b>Item #6 - Same as Item 5, except with 6" and 4" reflective sheeting bands.</b>		
a. 20-199	\$12.52	<b>RS70045S3M64</b>
b. 200-399	\$12.37	<b>RS70045S3M64</b>
c. 400-999	\$12.27	<b>RS70045S3M64</b>
d. 1000 +	\$12.17	<b>RS70045S3M64</b>
<b>Item #7 - Traffic Cone, non-reflective; #10, 28" high, 15" square base, and slim line style.</b>		
a. 20-199	\$8.49	<b>RS70045C</b>
b. 200-399	\$8.34	<b>RS70045C</b>
c. 400-999	\$8.24	<b>RS70045C</b>
d. 1000 +	\$8.14	<b>RS70045C</b>
<b>Item #8 - Same as Item 7, except with 6" and 4" reflective sheeting bands.</b>		
a. 20-199	\$12.98	<b>RS70045CT3M64</b>
b. 200-399	\$12.83	<b>RS70045CT3M64</b>
c. 400-999	\$12.73	<b>RS70045CT3M64</b>
d. 1000 +	\$12.63	<b>RS70045CT3M64</b>
<b>Item #9 - Traffic Cone, non-reflective; #10, 36" high and 15-1/2" square base.</b>		
a. 20-199	\$8.81	<b>RS90045CT</b>
b. 200-399	\$8.66	<b>RS90045CT</b>
c. 400-999	\$8.56	<b>RS90045CT</b>
d. 1000 +	\$8.46	<b>RS90045CT</b>
<b>Item #10 - Same as Item 9, except with 6" and 4" reflective sheeting bands.</b>		
a. 20-199	\$13.76	<b>RS90045CT3M64</b>
b. 200-399	\$13.61	<b>RS90045CT3M64</b>
c. 400-999	\$13.51	<b>RS90045CT3M64</b>
d. 1000 +	\$13.41	<b>RS90045CT3M64</b>

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**LOT I - TRAFFIC CONES - (AWARD BY LOT):**  
**ITEMS #1 -11 (Continued) :**

<b>Item #11 - Stenciled Markings: (Average: 7 Letters/Cone)</b>			
	1" Block Letters	\$0.00	Stencil
	2" Block Letters	\$0.00	Stencil
	3" Block Letters	\$0.00	Stencil

**CONTRACTOR NOTES:**

1.) Regarding Item #11, no separate set-up charge is allowed.

**MINIMUM ORDER:**

Minimum order for LOT I is 20 cones, except for The State of N.J. and Port Authority of NY/NJ. See pages for additional information

Guaranteed Delivery: 30 days A. R. O.

**CONTRACTOR & MANUFACTURER, LOT I (Items #1-11): JBC Safety Plastics Inc.**

Contractor has stated that they will accept orders for less than the above noted minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

Contractor has designated the following contact person for expediting and inquiries in both normal business hours as well as in the event of an emergency occurring after business hours or on weekends and holidays:

Name:	<u>Gerald Appelbaum</u>
Title:	<u>Sales Manager</u>
Telephone Number:	<u>(314) 255 - 9501</u>
Toll Free Telephone Number:	<u>(866) 742 - 5522</u>
Fax Number:	<u>(636) 825 - 0367</u>
E-Mail Address:	<u>gerry@jbcsafety.com</u>
Company's Normal Business Hours:	<u>8:00 A. M. to 5:30 P. M. P.S.T., Monday thru Friday</u>

(continued)

**LOT II - CHANNELIZERS (DRUMS) - (AWARD BY LOT):**

DESTINATION: **F.O.B. Destination, Tailgate Delivery to any point** within the States of Maine, Massachusetts, Michigan, New Hampshire, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin, as designated by the ordering agency or authority.

**ITEMS #12-15**

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

	Unit Price	Item Order Number
<b>Item 12 - Drum with NO BASE</b>		
a. with 4" engineer grade stripes	\$24.66	B400-4-4EG
b. with 4" high intensity grade stripes	\$35.13	B400-4-4HI
c. with 4" super high intensity grade stripes	\$48.63	B400-4-4DG
d. with 6" engineer grade stripes	\$28.16	B400-4-6EG
e. with 6" high intensity grade stripes	\$43.55	B400-4-6HI
f. with 6" super high intensity grade stripes	\$62.92	B400-4-6DG
<b>Item #13 - Drum with 25 lb. molded rubber base</b>		
a. with 4" engineer grade stripes	\$38.01	B400-25R4-4EG
b. with 4" high intensity grade stripes	\$48.49	B400-25R4-4HI
c. with 4" super high intensity grade stripes	\$59.91	B400-25R4-4DG
d. with 6" engineer grade stripes	\$41.51	B400-25R4-6EG
e. with 6" high intensity grade stripes	\$56.91	B400-25R4-6HI
f. with 6" super high intensity grade stripes	\$74.20	B400-25R4-6DG
<b>Item #14 - Drum with 40 lb. molded rubber base</b>		
a. with 4" engineer grade stripes	\$45.37	B400-40R4-4EG
b. with 4" high intensity grade stripes	\$53.21	B400-40R4-4HI
c. with 4" super high intensity grade stripes	\$63.90	B400-40R4-4DG
d. with 6" engineer grade stripes	\$46.24	B400-40R4-6EG
e. with 6" high intensity grade stripes	\$61.63	B400-40R4-6HI
f. with 6" super high intensity grade stripes	\$78.19	B400-40R4-6DG
<b>Item #15 - Drum with plastic base</b>		
a. with 4" engineer grade stripes	\$29.83	B400-PB4-4EG
b. with 4" high intensity grade stripes	\$40.30	B400-PB4-4HI
c. with 4" super high intensity grade stripes	\$53.00	B400-PB4-4DG
d. with 6" engineer grade stripes	\$33.33	B400-PB4-6EG
e. with 6" high intensity grade stripes	\$48.72	B400 - PB4-6HI
f. with 6" super high intensity grade stripes	\$67.29	B400-PB4-6DG

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MINIMUM ORDER: Minimum order for LOT II is 10 Drums.

Guaranteed Delivery: 5 - 10 days A. R. O.

**CONTRACTOR & MANUFACTURER, LOT I (Items #12 -15): Work Area Protection Corporation.**

Contractor has stated that they will accept orders for less than the above noted minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

Contractor has also elected to open their general traffic safety product catalog for use under this award. The catalog, WAP-206 TRA, is available upon request and all products contained therein, with the exception of those items specifically awarded under this document in Lots I, II, and III will be available to purchase at a 25% discount from the nationally published list price. This discount rate will be firm through the life of this contract. For additional information refer to the Catalog Inclusion clause herein.

Contractor has designated the following contact person for expediting and inquiries in both normal business hours as well as in the event of an emergency occurring after business hours or on weekends and holidays:

Name:	<u>Richard A. Bielski</u>
Title:	<u>Vice President of Sales and Marketing</u>
Telephone Number:	<u>(630) 377 - 9100</u>
Toll Free Telephone Number:	<u>(800) 327 - 4417</u>
Fax Number:	<u>(630) 377 - 9270</u>
E-Mail Address:	<u>workarea@workareaprotection.com</u>
Company's Normal Business Hours:	<u>7:30 A. M. to 5:00 P. M. C.S.T., Monday thru Friday</u>

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**LOT III - FLEXIBLE DELINEATOR POSTS - (AWARD BY LOT):**

DESTINATION: **F.O.B. Destination, Tailgate Delivery to any point** within the States of Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin, as designated by the ordering agency or authority.

**ITEM #16 (a - e):**

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

Items	Unit Price	Item Order Number
<b>Item # 16 - FLEXIBLE DELINEATOR POSTS</b>		
<b>Post Length</b>		
a. 48"	<b>\$12.22</b>	<b>48"</b>
b. 60"	<b>\$13.71</b>	<b>60"</b>
c. 66"	<b>\$13.82</b>	<b>66"</b>
d. 72"	<b>\$14.78</b>	<b>72"</b>
e. 78"	<b>\$15.71</b>	<b>78"</b>

**MINIMUM ORDER:**

Minimum order for LOT III is 50 posts of a single length.  
 Guaranteed Delivery: 21 days A. R. O.

**CONTRACTOR & MANUFACTURER, LOT I (Item #16 a - e):**

**Davidson Traffic Control Products from Pexco LLC.**

Contractor has stated that they will accept orders for less than the above noted minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

Contractor has designated the following contact person for expediting and inquiries in both normal business hours as well as in the event of an emergency occurring after business hours or on weekends and holidays:

Name:	<u>Peter A. Speer</u>
Title:	<u>Vice President of Sales</u>
Telephone Number:	<u>(253) 284 - 8000</u>
Toll Free Telephone Number:	<u>(877) 335 - 4638</u>
Fax Number:	<u>(253) 284 - 8080</u>
E-Mail Address:	<u>Peter.Speer@pexco.com</u>
Company's Normal Business Hours:	<u>8:00 A. M. to 5:00 P. M. P.S.T., Monday thru Friday</u>

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**GROUP 38612 - TRAFFIC SAFETY PRODUCTS AWARD (Revised March, 2010) PAGE 11**  
**(Cones, Flexible Delineator Posts & Channelizer Drums) (Statewide with Multi-State Participation)**

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**NOTE TO CONTRACTORS:**

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

**PACKAGING & PALLETIZATION:**

Items shall be packed in accordance with normal commercial practices and packed in fiber board boxes that will assure acceptance by a common carrier and provide protection against loss and damage during multiple shipments, handling and storage. The shipping container shall be in compliance with the National Uniform Motor Freight Classification.

Unless the manufacturer's normal commercial packaging is specified on the given purchase order, on orders of 200 and more cones for delivery to one location cones shall be palletized for mechanical fork lift equipment handling. Cones on each pallet shall be fully enveloped with a plastic shrink wrap. Maximum cones per pallet: 200.

**EXTENSION OF USE:**

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

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

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

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

**VOLUME: (TRAFFIC CONES ONLY)**

The estimated annual combined volume of 111,300 traffic cones is apportioned for each State as follows and includes consideration for participation of respective Political Subdivisions thereof:

STATE	MAINE	MASSACHUSETTS	MICHIGAN	NEW HAMPSHIRE	NEW JERSEY	NEW YORK
TOTALS	2,500	8,000	2,000	4,000	5,000	50,000
STATE	Port Authority NY/NJ		PENNSYLVANIA	RHODE ISLAND	VERMONT	WISCONSIN
TOTALS	25,000		10,000	1000	3,000	3,000

**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

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**PURCHASE ORDERS AND INVOICING:**

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

**Purchase Orders** – Purchase orders are to include the following information:

- Award or Contract Number
- Product code/manufacturer number and description.
- Contract price: by unit and extension to total.
- Delivery Instructions

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

- Contract Number
- Purchase Order Number
- Product code/manufacturer number/ Item Number
  - Preferably a manufacturer's code or identifying number
  - Should not be something that is "unique" to dealer or distributor.
  - Should be something that can be tracked by a third party.
- Line item breakdown of all charges:
  - Delivery charges (if applicable) in the event of a less than minimum order purchase.

**Failure to comply may result in lengthy payment delays.**

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**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.

(continued)

**CONTRACT PERIOD AND EXTENSION:**

**General** - It is the intention of the State to enter into contracts for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on this Contract Award Notification have been adjusted forward unilaterally by the State for these resulting contracts by two calendar months, per the terms of the Invitation for Bid.

**Price Adjustment** – With the exception of the State of New Jersey, prices awarded are firm through the first four months of the contract after the award. Thereafter a price adjustment (up OR down) may be made in accordance with provisions in the “PRICE ADJUSTMENT” clause as found beginning on page 14 of this award document. Price decreases are permitted at any time. Unless this provision is subsequently approved for use by legislation in the State of New Jersey, The original award prices will be effective for the duration of the contract in the State of New Jersey.

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

**Cancellation For Convenience By The State** - The State of New York retains the right to cancel 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.

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

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item Number</u>	<u>Product Description</u>	<u>Sold to/Shipped to</u>	<u>\$ Unit Price</u>	<u>Quantity Shipped</u>	<u>\$ Total Price</u>

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, Award Number, Contract Number, sales period, and contractor’s name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required, and must be supplied upon request. Failure to submit the required report may be cause for disqualification of contractor for future contracts.

**OVERLAPPING CONTRACT ITEMS:**

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record document.

(continued)

PRICE ADJUSTMENT CLAUSE:

With the exception of the State of New Jersey, the award prices are subject to an increase or decrease after the first four (4) month period of the contract and every four (4) months thereafter, beginning with the first occurring first (1<sup>st</sup>) day of the month or fifteenth (15<sup>th</sup>) of the month that takes place four months from the date of the award. The price adjustment will be commensurate with the increase or decrease in the **Producer Price Index (PPI)**. The PPI for our use will be **Series Id: PCU325211325211P** for Plastics Material & Resins Manufacturing - Primary Products as most recently published by the U.S. Department of Labor, whether or not indicated as "preliminary."

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

The formula for the price adjustment is as follows:

**- The Current Producer Price Index -**

The most recently published **Producer Price Index (PPI) Series Id: PCU325211325211P** for Plastics Material & Resins Manufacturing - Primary Products as specified on the day prior to the first occurring first day of the month or fifteenth (15<sup>th</sup>) of the month that takes place four months from the date of the award and every four months thereafter, whether or not indicated as "preliminary," for the commodity group listed above for each item.

***DIVIDED (÷) BY***

**- The Base PPI Index for the Item is 212.5**

***EQUALS (=)***

**- The MULTIPLIER -**

The quotient result equals a multiplier which will then be applied to the contract price.

**A multiplier greater than one (1) will result in an increase in price and a multiplier of less than one (1) will result in a decrease in price.**

**However if the multiplier is a number between 0.98 and 1.02 there is no adjustment.**

**The Original Awarded Contract Price Per Item is then *MULTIPLIED (x):by* The Multiplier & the result Equals (=) The New Adjusted Price Per Item.**

The base PPI was established as The **Producer Price Index (PPI) Series Id: PCU325211325211P** for **Plastics Material & Resins Manufacturing - Primary Products** as most recently published by the U.S. Department of Labor, whether or not indicated as "preliminary," **7 days prior to the date of the bid opening** for this IFB. **A purchasing memo was issued on that day to notify all prospective bidders of the base index value.**

A Purchasing Memorandum, if warranted, will then be issued by the Procurement Services Group to reflect a price increase or decrease which will be effective the first occurring first day of the month or fifteenth (15<sup>th</sup>) of the month that takes place four months from the date of the award, and every four (4) months thereafter.

If the referenced index changes or is removed, an index deemed appropriate by the Procurement Service Group will be used in its place. In such instance the base would change to that of the new referenced index.

Additional information on the Producer Price Index may be obtained at the U. S. Department of Labor website at:  
<http://data.bls.gov> .

(continued)

CATALOG INCLUSION:

**General** - Work Area Protection has exercised its option to include a **general catalog** of their available Traffic Safety Accessory Products. The catalog, WAP-206 TRA, is available upon request and all products contained therein, with the exception of those items specifically awarded under this document in Lots I, II, and III will be available to purchase at a 25% discount from the nationally published list price. This discount rate will be firm through the life of this contract.

**Pricing Updates** - This nationally published price list may be updated at any time after the first four months of the contract, whenever issued by the manufacturer in the normal manner. New products added to the manufacturer's catalogue will be accepted after review and approval by OGS Procurement Services Group when they are introduced. It is the contractor's responsibility to inform the OGS Purchasing Officer in a timely manner of any changes.

**Addition of New Products** - Contractor offers all products that are openly listed in the catalog and price list, in the event new products are announced during the contract period, contractor agrees to furnish in triplicate any catalog amendment showing new list and net prices at which the new products may be purchased. These new items placed on the market during the contract period are to be offered at the percentage discount rate that has been previously offered.

New Products added to the manufacturer's catalogue will be accepted after review and approval by OGS Procurement Services Group when they are introduced. It is the contractor's responsibility to inform the OGS Purchasing Officer of any new products in a timely manner.

**Catalog Exclusions** - The New York State Office of General Services Procurement Services Group reserves the right to delete before or after award any of the products included in the contractor's catalog. Catalog may list products covered by other State contracts as well as those available from preferred sources. It is the obligation of the agencies to order from the appropriate source. (See "Overlapping Contract Items" clause).

**Discontinuation of Catalog Item** - Contractor shall notify the Purchasing Office of any discontinuation of items covered by the included catalog. If there is a catalog replacement for an item, the contractor shall follow the instructions of the previous paragraph and include it with their notification to the Purchasing Officer. Items discontinued from production without replacement will have a purchasing memorandum issued to announce the discontinuation.

**Publication Updates** - For both price list updates and new products, the contractor shall send three hard copies and 2 electronic copies on CD, to the responsible Purchasing /Contract Officer for each of the participating states. New pricing and new catalog products will not be effective in each state until reviewed, approved and published independently by the participating state. It is the contractor's responsibility to inform each state in a timely manner of these changes.

In both situations, a Purchasing Memo will be published to announce any changes in the catalog, and said changes become effective on the date of publication

PRODUCT DISCONTINUATION AND SUBSTITUTION:

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

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

Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of contract.

In the event that a contractor is unable to provide a replacement, it is the State's right to cancel the contract and to proceed with an award to the next lowest bidder in line.

(continued)

**DELIVERY:**

**General** - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO).

**Purchase Order Instructions** - Delivery shall be made in accordance with instructions on purchase order from each participating State and agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group. (SEE ALSO SEPARATE CLAUSE ON "PURCHASE ORDERS AND INVOICES" on page 16.

**Shipping Dates and Delivery Time** -

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

**Special Instructions for NYS Dept. of Transportation Deliveries** - Deliveries shall be made to the Division of Operations and Highway Maintenance, inside the yard facility at destinations indicated on purchase order. Advance notice of delivery, in writing, shall precede each delivery, and shall be issued so as to arrive at the delivery point at least 48 hours before the delivery is made. Delivery will be accepted only between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding Holidays.

**Expansion of Delivery Points** - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts" and "Extension of Use" clauses incorporated herein.

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

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

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

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

**Product Returns, Agency Error** - Standard stock products ordered in error by agencies must be returned or credit within 15 days of receipt at the agencies' expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

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STATE of MAINE

**SPECIAL TERMS & CONDITIONS:**

Estimated annual quantity for State's own usage is 2,500 cones to be delivered to the DOT Sign Shop in Augusta, Maine; with the "MDOT" stenciled letters as stated on the purchase orders.

If they so choose, political subdivisions of the State of Maine may participate in the resulting award by submitting their own purchase orders.

**ENABLING CLAUSE:**

A State law permits any political subdivision, school administrative district, or another authorized agency in the State of Maine, to benefit from the State purchasing process. When the award is made therefore, consideration may be given this provision.

**CREDIT CARD ACCEPTANCE:**

Please be advised that the State of Maine is requiring vendors to accept credit cards as a form of payment for the procurement of the goods and services under this contract. Your company may be required to accept these cards; the pricing offered to the State of Maine shall be the final cost to the State regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

\* \* \* \* \*

COMMONWEALTH of MASSACHUSETTS

**SPECIAL TERMS & CONDITIONS:**

Estimated annual quantity for Commonwealth's own usage is 8,000 cones to be delivered to Highway Department in Franklin, Massachusetts.

If they so choose, political subdivisions of the State of Massachusetts may participate in the resulting award by submitting their own purchase orders.

Awarded contractors must sign the Commonwealth of MA's standard forms (including, but not limited to Standard Contract, Terms & Conditions, W-9, Contractor Authorization Form, Affirmative Action Plan Form and Northern Ireland Certification) prior to conducting business with Commonwealth of MA entities under this contract.

**DELIVERY:**

The vendor must notify Mr. Peter Fallon, 508/541-4128, at the Commonwealth of Massachusetts Highway Department, 9 Grove Street, Franklin, MA 02038, by a minimum of 48 hours in advance of any shipment.

**SAMPLES:**

Within 10 days of notification, bidder shall provide for testing purposes, 3 samples of tendered reflective traffic cones to the following:

Commonwealth of Massachusetts  
Highway Department  
Research & Materials Engineer  
400 D Street  
Boston, MA 02210  
Attention: Leo C. Stevens, Jr.

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(continued)

STATE of MICHIGAN

**SPECIAL TERMS & CONDITIONS:**

Estimated annual quantity for the State's own usage is 2000 cones to be delivered to the DOT Warehouse Services in Lansing, Michigan.

Orders for delivery will be issued directly by the Michigan D.O.T. on the Departmental Purchase Order/Contract Release form, and by the Office of Purchasing on the Purchase Order Form.

**ENABLING CLAUSE:**

State law permits any political subdivision and/or other authorized local units in the State of Michigan, to benefit from the State purchasing process. Therefore, if they so choose, political subdivisions of the State of Michigan may participate in the resulting award by submitting their own orders.

**CONE MARKING (FOR MI-DOT ORDERS):**

A permanent identification branded on the bottom of the base shall read "MDOT" and including accepted abbreviation of the current month and last two digits of the calendar year.

**SHIPMENT & DELIVERIES:**

Shipments shall be delivered within thirty (30) days after notification to ship. No deliveries will be accepted unless shipment has been requested.

Deliveries must be made between the hours of 7:00 a.m. to 2:00 p.m., Monday through Thursday, except holidays.

The vendor will notify Mr. Gene Pline at the State of Michigan Department of Transportation, Warehouse Services, Secondary Complex located at 7575 Crowser Drive, Lansing, MI 48909, Telephone: (517) 322-5559, a minimum of 48 hours prior to delivery of any shipment.

**SAMPLES:**

Within 10 days of notification, bidder shall provide for testing purposes, 3 samples of tendered reflective traffic cones to above State delivery address. Samples should only be provided upon request.

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STATE of NEW HAMPSHIRE

**OFFER:**

Bidder hereby offers to furnish TRAFFIC SAFETY CONES, CHANNELIZER DRUMS, & FLEXIBLE DELINEATORS to State of New Hampshire agencies, institutions, political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the Federal Internal Revenue Code, shall be eligible to participate under this contract whenever said sub-division or nonprofit agency so desires.

**PRODUCT ESTIMATE:**

The estimated usage by the State of New Hampshire is for 3000 - 28" cones, 1000 - 36" cones as well as 700 Channelizer Drums and 300 Delineators.

**SPECIFICATION COMPLIANCE:**

Bidder's offer must meet or exceed the required specifications as written.

**CONTRACT TERM:**

The contract shall become effective upon execution by the Vendor and the approval of the Commissioner of the NH Department of Administrative Services. Initial contract period shall begin upon notification of award and shall extend through September 14, 2008. Contract terms may be extended in one-year increments upon mutual agreement between the successful bidder(s) and the Bureau of Purchase and Property and recommendation and approval of DAS, not to vendor a thirty-(30) day written notice.

**VENDOR CERTIFICATIONS:**

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION. Successful bidders must have a completed Vendor Application and W-9 Form must be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):

<http://www.admin.state.nh.us/purchasing>

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>

**WARRANTY:**

Manufacturer's United States warranty shall apply (NOT LESS THAN ONE YEAR) for all items in this bid invitation. This warranty supersedes any prior or conflicting term or statement.

**DELIVERY TIME:**

Delivery shall not exceed 60 calendar days.

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STATE of NEW JERSEY

**SPECIAL TERMS & CONDITIONS:**

Estimated annual quantity for State's own usage is 5,000 cones, palletized.  
If they so choose, political subdivisions of the State of New Jersey may participate in the resulting award by submitting their own purchase orders.

**MINIMUM ORDER:**

Minimum order shall be 200 cones.

**PRICE:**

Prices quoted are to be firm through duration of the contract after the award.

**The price adjustment provisions contained in this Invitation for Bid are not valid under New Jersey State Law.** Unless this provision is subsequently approved for use through legislation in the State of New Jersey, The original award prices will be effective for the duration of the contract in the State of New Jersey.

**CONE MARKING (FOR NJ-DOT ORDERS):**

A permanent identification branded on the bottom of the base shall read "NJDOT" and including accepted abbreviation of the month and last two digits of the calendar year when the contract expires. Both numerals and letters shall be 5/16" +/- 1/16" high.

**SHIPMENT & DELIVERIES:**

Shipments shall be made within thirty (30) days after notification to ship. No deliveries will be accepted unless shipment had been requested. When a shipment is requested, deliveries will be accepted, as required, at the designated site(s) as specified herein.

Deliveries must be made between the hours of 7:30 a.m. and 2:30 p.m., on any State business day. No deliveries will be accepted after 2:30 p.m. except if extreme stock shortages exist which require immediate deliveries, then other prearranged scheduled delivery times may be established.

In the event deliveries are not received within fifteen (15) days after the allotted delivery time specified elsewhere herein, the Director of Purchase and Property may authorize the N.J. Department of Transportation to secure the full quantity of the requested delivery from the nearest available source, and the difference in price if any, will be deducted from monies due the defaulting contractor.

The vendor shall notify the specified individual issuing authority signing the DPO, at the telephone number provided, a minimum of forty-eight (48) hours in advance of any shipment.

**SAMPLES:**

Within 10 days of notification, bidder shall provide for testing purposes, 3 samples of tendered reflective traffic cones to the following:

NJ Department of Transportation  
Chief, Bureau of Material  
1035 Parkway Avenue  
Trenton, NJ 08625  
Tel: 609/530-2317

**NOTE:**

New Jersey reserves the right between the bid opening and award creation to withdraw its requirements and not participate in this cooperative contracting effort.

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PORT AUTHORITY of NEW YORK/NEW JERSEY

**DELIVERY:**

During the time the contractor is making delivery, other persons may be engaged in other operations on or about the worksite, such as: facility operations, pedestrian, bus and vehicular traffic and other contractors performing at the work site, all of which shall remain uninterrupted.

The contractor shall so plan and conduct their business to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operations of others whether or not specifically mentioned above, in the best interest of the Authority and the public, as may be directed by the Port Authority.

**MINIMUM ORDER:**

Minimum order shall be 900 cones.

**PALLETIZATION:**

Cones shall be delivered 150 shrink-wrapped per non-returnable pallet.

**SPECIAL TERMS & CONDITIONS:**

Estimated annual quantity for Port Authority's own usage is 25,000 (#10 type only); with the "PA-NY&NJ" one inch stenciled letters and delivery locations as stated on the purchase orders.

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COMMONWEALTH of PENNSYLVANIA

**SPECIAL TERMS & CONDITIONS:**

Estimated annual quantity for Commonwealth's own usage is 10,000 cones to be delivered to any point in the Commonwealth of Pennsylvania.

If they so choose, political subdivisions of the Commonwealth of Pennsylvania may participate in the resulting award by submitting their own orders.

**The Commonwealth of Pennsylvania is not a participant in LOT III.**

**ENABLING CLAUSE:**

Commonwealth law permits any political subdivisions, college, school administrative district, or any other authorized agency in the Commonwealth of Pennsylvania, to benefit from the Commonwealth purchasing process. When the award is made therefore, consideration may be given this provision.

**TAX CERTIFICATION:**

In signing this bid, vendor certifies they are up-to-date on their taxes/liabilities with the Commonwealth. By law, no agency of the Commonwealth may enter into, extend or renew any contract for the provision of goods, services or real estate space with any company unless such company first certifies, under the pains and penalties of perjury, that they are in good standing with the Commonwealth's tax department.

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STATE of VERMONT

APPLICABLE LAW: This contract will be governed by the laws of the State of Vermont.

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for State's own usage is 3,000 Cones and 100 Channelizer Drums to be delivered to any point in the State of Vermont.

If they so choose, political subdivisions of the State of Vermont may participate in the resulting award by submitting their own orders.

ENABLING CLAUSE:

State law permits any political subdivisions, state college, school administrative district, or any other authorized agency in the State of Vermont, to benefit from the State purchasing process. When the award is made therefore, consideration may be given this provision.

STATEMENT of RIGHTS:

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. The State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the State. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

INDEPENDENCE AND LIABILITY:

The Contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.

TAX CERTIFICATION:

In signing this bid, vendor certifies they meet the requirements of Vermont Statute 32 V.S.A. #3113. By law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with payment plan approved by the Commissioner of Taxes, 32 V.S.A. #3113.

Further, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, and all taxes due to the State of Vermont as the date this statement is made.

The successful bidder will be required to obtain and file the **VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE** with the State of Vermont, Division of Purchasing and Contract Administration, upon notification of eligibility of award. This form must be completed and submitted promptly for the proposal to be considered valid.

INVOICE TERMS:

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

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STATE of RHODE ISLAND

ENABLING CLAUSE:

Contract users include all State of Rhode Island departments, agencies, institutions of higher education, other designated public bodies, and other entities (e.g. municipalities and school districts) authorized to utilize the State of Rhode Island MPA contract pricing.

SPECIAL TERMS AND CONDITIONS:

The estimated annual quantity for the State of Rhode Island's Department of Transportation is 1000 cones, 500 delineators and 500 barrels to be delivered to the Rhode Island Department of Transportation, Maintenance Division, 360 Lincoln Ave., Warwick, RI 02888 with the "RIDOT" stenciled letters as stated on purchase orders.

Prior to doing business with the State of Rhode Island Division of Purchases, vendors will be required to complete a 3 page RIVIP Bidder Certification Cover Form.

Vendors not previously registered with the State of Rhode Island, Division of Purchases must do so by registering online at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Upon award, the State of Rhode Island will issue a Master Price Agreement (MPA) detailing the items requested, pricing and format established in the MPA.

DELIVERY:

The vendor must notify Charles Obrieter, 401-222-6765X-4870 a minimum of 48 hours in advance of delivery for the State if RI Department of Transportation. Delivery is to be made to the state of Rhode Island Department of Transportation, 360 Lincoln Ave., Warwick, RI 02888.

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STATE of WISCONSIN

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for the State of Wisconsin agencies and its municipalities is 3000 cones to be delivered to any point in the State of Wisconsin. The State of Wisconsin is participating to make the resulting contract available to its various agencies and municipalities. Several large agencies and/or municipalities may participate in the resulting award by submitting their own purchase orders.

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**DIRECTORY OF PARTICIPATING STATES and CONTACTS**

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**State of New York  
 Office of General Services  
 PROCUREMENT SERVICES GROUP  
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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