



DIVISION OF FINANCIAL ADMINISTRATION

**ADDENDUM No. 1
SOLICITATION NO. 1806**

Date: April 4th, 2013

Subject: Deletion, Question and Answer

Title: Light Duty Trucks, Class 4

Group: 40570, Class Code: 25

Address Bid Inquiries to: Seth Stark
Contract Management Specialist I
NYS Office of General Services
40th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
Phone: 518/474-5981
Email: seth.stark@ogs.ny.gov

To Prospective Bidders: This addendum is to provide the following: deletion of section 4.1 item number 3. , and answer to the question that was submitted regarding RFQ # 1806.

Deletion:

Dual Fuel tanks on a F-450 would necessitate moving the DEF tank to a compartment in the body. In light of this the, Specifications have been changed.

Section 4.1 Detailed Specifications Item Number 3 is hereby deleted and will not be evaluated.

~~3. Required Optional Equipment~~

~~————— Dual Diesel Fuel Tanks:~~

- ~~○ ——— Inc Forty (40) gallon aft-of-axle tank.~~
- ~~○ ——— Twenty-eight (28) gallon mid-ship tank~~
- ~~○ ——— Body must accommodate for access for two (2) fuel fills~~

Attachment 1 Bid Proposal Form has been revised with the following deletion.

Optional Equipment

~~Dual Diesel Fuel Tanks~~

~~# gal. axle to axle; #gal mid ship tank _____ N/A: _____ # gal; Mid ship _____ # gal~~

A revised Attachment 1 Bid Proposal Form is attached hereto.

Questions:

1. **Q1.** In regards to Bid 1806, will you accept an alternate on the body material or does it have to be aluminum?

A1. Body Material must be Aluminum.

If submitting a proposal, this Addendum No. 1 for RFQ #1806 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name

Address (include City, State, Zip)

Bidders Name (please print)

Title

Signature

Date

Revised Attachment 1
BID PROPOSAL FORM

Division of Homeland Security and Emergency Services
Office of Fire Prevention and Control
One Commerce Plaza
99 Washington Ave
Albany, New York

RFQ No. 1806
Contract No.
(to be completed by agency)

(Company Name)

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

The above Bidder agrees to supply three (3), Light Duty Trucks, Class 4, Ford 450 XL (or equal) and body, Alum-line (or equal) in accordance with the terms and conditions of this solicitation. The Bidder agrees to supply the Light Duty Trucks in accordance with specifications of this bid for the bid. The vehicles shall be delivered to 4240 Albany St., Albany, NY.

This solicitation is a one (1) time purchase for three (3) Light Duty Trucks.

A - Cab-Chassis Product Line

- Make
• Model

%Discount from Invoice Price; Multiplier

Blank lines for inputting make, model, and discount/multiplier.

B - Body Product Line

- Make
• Model

%Discount from Invoice; Multiplier

Blank lines for inputting make, model, and discount/multiplier.

Options (See Factory Installed Options clause)

Discount from Invoice; Multiplier

Blank line for inputting discount/multiplier.

Pickup Credit, per truck:

Delivery (see Section 3.4)

\$
A/R/O

A - Cab-Chassis Specifications

GVWR

GVWR lbs.

Engine:

Engine [Liter/Cu. In.];HP and Torque(Ft. Lbs) Rating

L/ CID; HP@ rpm;
lbs @ rpm

Amp Capacity, extra heavy duty alternator

- amp

Batteries: Make: Model/Order #; Qty and CCA:

@ CCA

Intelligent Oil Life Minder - check (Y or N)

Yes No

Diesel exhaust fuel tank (Y or N)

Yes No

Split-shift calibration compatibility

Yes No

Alternator (Base Item): Make; Model #; Rating:

; amps

Transmission:

Make; Model #;

Number of speed

speed - fwd / rev

Light Duty Trucks, Class 4

Solicitation 1806

Automatic with Overdrive (Y or N)

_____ Yes _____ No

Drive Train / Axle:

Axle Capacity, Front and Rear:

Spring Capacity @ Ground, Front and Rear:

Axle ratio{Capacity}; w/ limited slip differential

Front: _____ lbs; Rear: _____ lbs

Front: _____ lbs; Rear: _____ lbs

_____ axle ratio w/ limited slip differential

Tires:

Tires (Radial): [Size, (Load Range); and Capacity {lbs./axle}sgl./duals]:

Tire (Front): [Make and Tread Designation]:

Tire (Rear): [Make and Tread Designation]:

_____ ; S: _____ #; D: _____ #

_____ ; _____

_____ ; _____

Spare Tire:

Make; Size, (Load Range); and Capacity {lbs./axle

_____ ; _____ #

Brakes :

wheel; Make; Model #;

ABS or DRW: (check)

_____ wheel; _____

_____ anti-lock (ABS) ; _____ Hydro-boost (DRW)

Electric Shift on the Fly Transfer Case:

Inc: Auto locking front hubs w/ manual override (check- Y or No)

Rotary control on I/P

Second glove box

Dual I/P mounted cup holders

_____ Yes _____ No

_____ Yes _____ No

_____ Yes _____ No

_____ Yes _____ No

Power Equipment Group:

Inc: Accessory delay

Power door locks

Remote Keyless entry

Perimeter anti-theft alarm

Power front & rear windows w/ driver & front passenger one-touch up/down

Manual telescoping trailer low mirrors w/ power heated glass

Heated convex spotter mirror

Integrated clearance lights & turn signals & two-way fold

Door trim panel upgrade (w/ 585 radio – inc MyKey)

_____ Yes _____ No

Engine Block Heater:

_____ Yes _____ No

Transmission PWR Take-Off Provision

_____ Yes _____ No

Dual Amp Alternators:

amp

2 @ _____ amp

Transfer Case Skid Plate:

_____ Yes _____ No

High Capacity Trailer Tow Package:

Inc – Trailer brake wiring kit

Upgraded rear axle

Increase GCW

_____ Yes _____ No

_____ Yes _____ No

_____ Yes _____ No

Trailer Break Controller

_____ Yes _____ No

6 - Ton Hydraulic Jack

_____ Yes _____ No

6” Angular Molded Cab Steps in color running board

_____ Yes _____ No

Daytime Running Lights

_____ Yes _____ No

Seat Type:

Steel, cloth 40/20/40 split bench seat

_____ Yes _____ No

B - Body Specifications

Fire / Rescue / Utility body for F450 Cab/Chassis; CA = 60"; 96"W x 9'3"L x 60"H

- Smooth aluminum .125 material
 - 3" I-beam cross members 12" on center
 - 3" or 4" C-channel mounting sills
 - Door Hinges are Stainless Steel Piano Hinges – 3 on each side
 - Compartments per side at 23"D
 - Center compartment width at 50"
 - Six (6) Hinged side swing doors recessed w/ gas shocks and chain assist
 - Sealed beam LED DOT Lighting
 - Aluminum rolled fender flares diamond plate with wheel well trim
 - 6" drop step bumper in rear with V-notch, with grip strut
 - 8" door jamb above for lights
 - Diamond plate below rear center compartment
 - Adjustable shelf package with ten (10) shelves spread in 4 side compartments
 - Painted: front, sides and rear – Color: Ford White
 - Provision to fill DEF (diesel exhaust Fluid) if applicable
-
- One (1) Door locking rod on each side for three (3) compartments
 - One (1) Rear Roll-up door
 - One (1) Front compartment traverse 36"W x 60"H; with two (2) 11" ceiling lights
 - Six (6) Stainless Steel D-Ring - 3 point latch
 - One (1) Enclosed roof center with roll up door with two (2) ceiling lights
 - One (1) four sided compartment with LED rope lighting
 - One (1) 2" receiver hitch installed with seven (7) prong plug in for trailer
 - One (1) 10 year warranty on aluminum extrusions

Only if applicable:

In the event that the Bidder had to included any additional options because the Bidders' offered vehicle (make/model) and standard selected options are less than comparable to the Ford F450, at Bidders cost, the Bidder will need to include any necessary upgrades for an equivalent comparison. Kindly identify the needed upgrades and the reason(s) why the upgrade was required. (Reference Section 4.1 – Detailed Specifications)

Attach additional pages if necessary.

2013 Light Duty Truck & Body		Invoice Pricing	% Discount from Invoice	NYS Discount Pricing (after % discount from Invoice)
A	Cab / Chassis Pricing w/ Optional Equipment			
B	Body Pricing			
A + B	Sub Total – One (1) Complete Truck			
3 (A+B)	Grand Total – Three (3) Complete Trucks			

Please Note:

The Bidder must complete all line item information (ie. make; model; capacity; Y or N; etc..) on each page of the Bid Proposal Form. In the event that the Bidder has submitted an incomplete Bid Proposal Form, the bid will be rejected.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of Bid 1806, Appendix A (Standard Clauses For New York State Contracts) and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate.

(Authorized Signature)

(Print Name and Date)

(Company Name)



REQUEST FOR QUOTE (RFQ) SOLICITED BY
NEW YORK STATE OFFICE OF GENERAL SERVICES

FOR

LIGHT DUTY TRUCKS, CLASS 4

ON BEHALF OF

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

ALBANY, NEW YORK

BID DUE DATE: APRIL 11TH, 2013 AT 2:00 PM

ISSUE DATE: MARCH 8TH, 2013

Designated Contact:

Seth Stark

Voice: 518-474-5981

Fax: 518-486-3651

E-mail: seth.stark@ogs.ny.gov

Alternate Contact:

Diane Robinson

Same

Same

diane.robinson@ogs.ny.gov

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1 Introduction

1.1 Overview

The New York State Office of General Services (OGS), through this solicitation, is seeking to develop a contract to provide for the purchase of three (3) 2013 Light Duty Trucks, Class 4, Ford F450XL (or equal). The Light Duty Trucks will be procured for the utilization to the New York State Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control (DHSES OFPC).

1.2 Designated Contact

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

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

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

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

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

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

1.3 Key Events

The Table below outlines the schedule for important action dates.

OGS Issues Request for Quote (RFQ)	March 8 th , 2013
Deadline for Submission of Bidder Questions	April 2 nd , 2013
OGS Issues Responses to Written Questions (estimated)	April 4 th , 2013
Bid Due Date/ Bid Opening Date	April 11 th , 2013 2pm
Contract Term and Start Date	See Section 3.6

1.4 Minimum Bidder Qualifications

The following minimum qualifications must be met by each bidder:

- This procurement opportunity is limited to New York State small businesses, and businesses certified pursuant to Article 15-A of the New York State Executive Law (M/WBE's).
- Bids will be accepted only from an OEM or their authorized dealers. Any authorized dealer submitting a Bid hereby certifies that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with the quantities of products to fulfill its obligations under any resultant contract with the State, and that the authorized dealer will provide a certificate from the manufacturer with the authorized dealer's bid acknowledging this level of support (See Attachment 2 - Manufacturer's Certificate).
- Bidder has actively and normally been engaged, for at least the past three (3) years, in selling the product offered.

1.5 Definitions

"Commissioner" shall mean the Commissioner of DHSES or duly authorized representative.

"Contract" as defined in this RFQ.

"Contractor" shall refer to a responsive and responsible Bidder who has attained the lowest Total for Item score for a particular Item or Items and is working under an executed contract with New York State. Contractor is a general term.

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

"Dealer Discount" shall refer to the percentage credit to Authorized User for Contractor's typical overhead expenses in non-fleet purchases (such as advertising/marketing, spacial planning, sales incentive programs, etc.)

"Factory Invoice Price" shall refer to the price the manufacturer charges a Contractor for an Option or a vehicle inclusive of all standard equipment, Options, and destination charges.

"Issuing Office" shall mean the OGS.

"Item" shall refer to a vehicle and its corresponding Options as set forth in Attachment 1 – Price Pages.

"M/WBE" shall refer to a business certified with Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise

"Manufacturer's Bid Assistance" shall refer to the manufacturer's credit to the State for fleet purchases and is applied to the Factory Invoice Price

"MSRP" shall refer to the Manufacturer's Suggested Retail Price

“**May**” denotes the permissive in a contract clause or specification. “May” does not mean “required.” Also see “Shall” and “Must.”

“**Must**” denotes the imperative in a contract clause or specification. “Must” is synonymous with “required.” Also see “Shall” and “May.”

“**Net Options Cost**” shall refer to the Total Estimated Options less Options percentage discount.

“**NYS Vendor ID**” shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

“**OEM**” shall refer to the Original Equipment Manufacturer.

“**Offerer**” or “**Bidder**” shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this RFQ.

“**Options**” shall refer to an accessory, equipment, or feature that can be added to, or deleted from, a vehicle.

“**Original Equipment Manufacturer’s Printout**” shall refer to the document issued by the manufacturer which lists among other things, all standard equipment, Options, the code number for each Option, and the Factory Invoice Price for each Option and Factory Invoice Price for the vehicle inclusive of destination charges, standard equipment and Options.

“**Pick up Credit**” shall refer to the amount of credit an Authorized User would receive from contractor should an Authorized User choose to pick-up vehicle(s) ordered from either the contractor or contractor’s courtesy dealer in lieu of having vehicle delivered. Such credit must appear on Authorized Users Invoice.

“**RFQ**” shall refer to this document, and its appendices and attachments.

“**Shall**” denotes the imperative in a contract clause or specification. “Shall” is synonymous with “required.” Also see “Must” and “May.”

“**State**” shall mean The People of the State of New York, which shall also mean the DHSES/ OGS.

1.6 Financial Stability

If requested, Bidder must document its ability to service a contract with sales volume similar to the scope of this Bid. 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 (5) business days. The State reserves the right to request additional documentation from the Bidder and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this bid.

2 Bid Submission

2.1 RFQ Questions and Clarifications

Questions and requests for clarification regarding RFQ 1806 shall only be directed to:

Seth Stark, Contract Management Specialist 1
OGS Division of Financial Administration, Contracts Unit
ESP, Corning Tower, 40th Floor
Albany, NY 12242
Phone: 1-518-474-5981
Fax: 1-518-486-3651
e-mail: seth.stark@ogs.ny.gov

Questions and/or requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum. Deadline for submission of questions will be as stated in Section 1.3 - Key Events.

2.2 Bid Format and Content

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

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

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

2.3 Bid Preparation

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

2.4 Packaging of RFQ Response

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

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

Bidder's complete name and address

Solicitation Number: 1806

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

Bid for: Light Duty Truck, Class 4

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

2.5 Instructions for Bid Submission

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including bid addenda if any, to the OGS Division of Financial Administration at the following address:

Division of Financial Administration – Contracts Unit
NYS Office of General Services
Corning Tower, 40th Floor
Empire State Plaza
Albany, NY 12242
Attn: Seth Stark
RFQ 1806

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

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

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

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

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Bidders are cautioned that receipt of bids in the OGS Mailroom is NOT sufficient, and that at least one overnight carrier

has been known to deliver its packages to the OGS Mailroom. OGS cannot be responsible for the actions of your chosen carrier.

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

Bidder's Standard terms and conditions - will NOT be considered relevant to its bid and should NOT be included with bid.

Important Building Access Procedures for Delivered Bids:

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

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

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

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

3 Administrative Information

3.1 Issuing Office

This RFQ is being released by the NYS Office of General Services, Division of Financial Administration, on behalf of the NYS Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control (DHSES OFPC) for the intent to purchase three Light Duty Trucks, Class 4, (Ford F450 XL or equal).

3.2 Method of Award

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

The award covers the outright purchase of new, current year model year vehicles. Under no circumstances may "Demos" or "used" vehicles be sold under contract without prior approval of DHSES. All vehicles delivered under contract must be in compliance with the contractor's agreement(s) with the manufacturers for bid assistance.

After approval of a contract, OFPC will place a single purchase order for three Light Duty Trucks.

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

Note to Contractor:

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.

3.3 Price

Final net contract price shall include all services required to deliver the vehicles as specified, including travel, licenses, insurance, administrative, customs, duties, charges, and ancillary costs and be net, F.O.B. destination any point in New York State as designated by DHSES including vehicle preparation and NYS Motor Vehicle Inspection. Final net contract price includes any and all costs associated with providing and delivering the vehicles and accessories such as those noted below.

- Delivery from factory/manufacturer to dealer/distribution destination.
- Installation
- Labor
- Emissions
- Surcharges
- Mounting(s)
- Connections(s), etc.
- Administrative Costs, Overhead, Profit, etc.

Discounts/percentages shall apply to all installation charges, surcharges, miscellaneous charges, etc.

Discounts/percentages shall also apply the "Factory/Manufacturer to Dealer Destination Charges."

DHSES has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

- Bidders must submit pricing using the Bid Proposal Form (Attachment 1) contained in this document.
- Bidders must provide pricing and requested information for all line items on the Bid Proposal Form. In the event that the Bidder submits an incomplete Bid Proposal Form, the bid will be rejected.

3.4 Delivery

Time - Delivery time shall be expressed on the bid form in number of calendar days required to make delivery After Receipt of a purchase Order (ARO). The trucks will be required as soon as possible.

Purchase Order Instructions - Delivery shall be made in accordance with instructions on Purchase Order from DHSES. 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 DHSES.

Condition On Delivery - Vehicle must be delivered strictly in accordance with specifications and shall be "Ready for Use", except as requested by the purchaser. Vehicles that require NYS DOT inspection will be presented for inspection with all equipment and accessories ordered by the purchaser installed. If a vehicle is delivered with minor deviations or improper servicing, the Contractor must arrange to have the necessary work done within 48 hours (exclusive of Saturdays, Sundays and Federal or NYS Holidays) after receipt of written notification from DHSES. If Contractor cannot arrange to have the necessary work done within such time period, the corrections shall be made by an entity of the DHSES choosing and Contractor will be required to reimburse DHSES for this expense within 30 days of request.

DMV Inspection - All vehicles must be delivered with complete NYS Inspections. **In the event that 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.**

No name other than the manufacturers' shall appear on the vehicle.

Mileage - At point of acceptance, the vehicle odometer reading shall not exceed, in miles, the distance between the Contractor's or Courtesy Delivery Dealer's place of business and the point of delivery plus 50 miles. In the event a vehicle is delivered with mileage exceeding such amount, \$5.00 for each mile up to 100 miles and \$10.00 each mile over 100 miles will be deducted from each Invoice. Vehicles exceeding the aforementioned miles by more than 300 miles may be rejected.

Delivery Certification - Contractor shall secure a signed receipt from DHSES certifying delivery of vehicle and odometer reading. In the event deficiencies are later noted and a properly signed receipt cannot be found, Contractor will be responsible for certifying delivery and odometer reading.

Shipping Dates and Delivery Time -

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.
- Contractor shall provide DHSES with anticipated shipping date of completed vehicle with written acknowledgement of order.
- Contractor shall furnish DHSES with written acknowledgement of the shipping date at least two weeks prior to shipment.
- If shipment will not be made within the delivery time, the Contractor is required to notify DHSES 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 DHSES, appropriate contract default proceedings will be initiated under Section 3.5: Default on Delivery. 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 OFPC contact listed in section 3.4.

paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new Statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

3.9 Past Practice

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

3.10 Bid Exceptions

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

3.11 Dispute Resolution

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

3.12 Inspection of Books

It is expressly understood and agreed that DHSES and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this RFQ for a full six (6) year period.

3.13 Examination of Contract Documents

- Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the

contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.

- Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
- Any verbal information obtained from, or statements made by, representatives of DHSES shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.14 Prime Contractor Responsibilities

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the RFQ, and the contract resulting from the RFQ. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFQ or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor who carry out any of the provisions of any contract resulting from this RFQ.

Contractor must maintain a business establishment with adequate inventories of the product offered, and must be capable of receiving and processing the purchase order after Contract approval.

4 Specifications

4.1 Detailed Specifications

It is the intent of this RFQ is to establish a contract to provide 2013 model year vehicles, as specified herein, to be used by DHSES OFPC.

At time of bid opening, product offered must meet all requirements of this solicitation. Product literature and specifications must also be available.

The purpose of this RFQ serves as the vehicle for the purchase of three (3) Light Duty Trucks, Class 4, Ford F450 XL (or equal).

The specifications for the truck body are based on body manufacturer, Alum-line (or equal).

Where options are required, they must be compatible with the rest of the product.

The vehicles shall include all standard equipment normally sold and marketed to the retail public.

Please note: In the event that the Bidders offered vehicle is comparable to the Ford F450 XL but the standard selected options are less than comparable, at the Bidders expense, the Bidder shall include any needed upgrades necessary for an equivalent comparison.

The following items are the standard equipment and selected options required for this solicitation.

1. CAB and Chassis:

2013 Ford Super Duty F-450 DRW 4WD Crew Cab 176" WB CA XL

2. Selected Options:

16,000 GVWR Package

Engine:

- 6.7L OHV 32-Valve V8 Power Stroke Diesel Engine
- 200-amp extra HD alternator
- Dual 78 amp/hr 750 CCA batteries;
- Intelligent Oil Life Minder
- Diesel exhaust fuel tank
- Split-shaft calibration compatibility

Transmission:

- TorqShift 6-speed selectshift automatic transmission w/ overdrive
- inc Tow/haul mode

Drive Train / Axle:

- 4.30 axle ratio w/ limited slip differential

Tires:

- 225/70R19 5G BSW tires
- Max traction tires.

Spare Tire:

- Full size and capacity traction spare tire
- inc steel wheel, 6 ton hydraulic jack

Seat Type:

- Steel, cloth 40/20/40 split bench seat

Electric Shift-On-The-Fly Transfer Case

- Inc – Auto locking front hubs w/ manual override,
- Rotary control on I/P
- Secondary glove box
- Dual I/P mounted cup holders

Power Equipment Group

- Inc – Accessory delay
- Power door locks
- Remote keyless entry
- Perimeter anti-theft alarm
- Power front & rear windows w/ driver & front passenger one-touch up/down
- Manual telescoping trailer low mirrors w/ power heated glass
- Heated convex spotter mirror
- Integrated clearance lights & turn signals & two-way fold
- Door trim panel upgrade

Engine Block Heater

Transmission PWR Take-Off Provision

Dual 160-AMP Alternators

Transfer Case Skid Plate

High Capacity Trailer Tow Package

- Inc – Trailer brake wiring kit
- Upgrade rear axle
- Increased GCW

Trailer Brake Controller

6-Ton Hydraulic Jack

6" Angular Black Molded Cab Steps in Color Running Board

Daytime Running Lights

Paint Color – Ford White

3. Required Optional Equipment

Dual Diesel Fuel Tanks:

- Inc Forty (40) gallon aft-of-axle tank.
- Twenty-eight (28) gallon mid-ship tank
- Body must accommodate for access for two (2) fuel fills

4. Body Specifications

Fire / Rescue / Utility body for F450 Cab/Chassis; CA = 60"; 96"W x 9'3"L x 60"H

- Smooth aluminum .125 material
- 3" I-beam cross members 12" on center
- 3" or 4" C-channel mounting sills
- Full Length Stainless Steel Piano Hinge - 3 on each side
- Compartments per side at 23" Deep
- Center compartment width at 50"
- Six (6) Piano hinged side swing doors recessed w/ gas shocks and chain assist
- Sealed beam LED DOT Lighting
- Aluminum rolled fender flares diamond plate with wheel well trim
- 6" drop step bumper in rear with V-notch, with grip strut
- 8" door jamb above for lights
- Diamond plate below rear center compartment
- Adjustable shelf package with ten (10) shelves dedicated to the side center and side rear compartments
- Painted: front, sides and rear – Color: Ford White
- Provision to fill DEF (diesel exhaust fluid) tank

- One (1) Door locking rod on each side for three (3) compartments
- One (1) Rear Roll-up door
- One (1) Front compartment traverse 36"W x 60"H; with two (2) 11" ceiling lights
- Six (6) Stainless Steel D-Ring - 3 point latch
- One (1) Enclosed roof center with roll up door with two (2) ceiling lights
- Four (4) side compartments with LED rope lighting
- One (1) 2" receiver hitch installed with seven (7) prong plug in for trailer
- One (1) 10 year warranty on aluminum extrusions

4.2 Product References

The referenced detailed specifications listed (Ford F450 XL and Alum-line body) are for description only and not intended to be restrictive. Comparable offerings will be considered. Offerings shall be equal to the items referenced.

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

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

4.3 Product Substitutions

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.

4.4 Data Plate

Identification plates listing data specifically applicable to the truck, body, plow, spreader, etc., shall be permanently and inconspicuously installed on the appropriate piece of equipment. Plates shall include at least the model and serial number.

4.5 Anti-Freeze Protection

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

4.6 Rejected Product

If 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.

4.7 Manuals

Instruction Manual - Simultaneous with delivery, the Contractor shall furnish to DHSES, a complete instruction/operators manual for the product and for each required option. The manual shall include complete instructions for operating the product, together with wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

Add-On Equipment Manuals - If needed, one (1) copy of a maintenance/operational (M&O) manual and a parts list for mechanical/hydraulic equipment such as pumps, hoist, wheelchair lifts, (i.e., for all ancillary [add-on] equipment) shall be delivered DHSES with the vehicle. Base vehicle shall include the manufacturer's standard M&O manuals as stated elsewhere herein.

Bill of Materials – Two copies of a bill of materials or factory chassis line-setting ticket shall be furnished with each vehicle. The bill of materials shall list by part number, capacity, size or otherwise, all major components of the vehicle (engine, alternator, storage batteries, clutch, transmission, driveline/s brakes, frame, axles, springs, tires, fuel tank, etc.). The bill of materials shall be as comprehensive as the vehicle manufacturer's line-set ticket.

4.8 Motor Vehicle Regulations

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

4.9 Conformance to Data Book Specifications

The truck chassis and its associated equipment shall be in accordance with current standard published data book specifications, requirements, recommendations and options of the respective manufacturers in addition to conforming to all Federal and State Regulations.

4.10 Requests for Change

Any request by the contractor regarding changes in any part of the contract must be made in writing to the Office of General Services and DHSES prior to effectuation.

4.11 Service

Prior to Delivery Servicing

Prior to delivery, each vehicle shall be completely serviced by the Contractor or by an authorized dealer of the manufacturer in a modern, properly equipped service shop. Service shall include not less than the following:

- Lubrication,
- Wash,
- Engine tune-up,
- Wheel alignment,
- NY State Inspection,
- Body condition,
- All other checks and adjustments required for proper complete servicing of a new vehicle.

Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and tagging of cooling system. It shall be the Contractor's responsibility to ensure that all components and accessories specified have been properly installed.

If the service shop where the vehicles are to be prepped is other than the Bidder's service shop, the Bidder shall provide a letter indicating the name, address, and telephone number of the authorized dealer(s) of the manufacturer where the pre-delivery service will be performed. In addition, a letter from the authorized dealer(s) agreeing to perform this service must be provided.

Post Delivery Service

Service by authorized representatives of the vehicle and equipment manufacturers must be available within New York State.

Post delivery service by authorized representatives of the vehicle and equipment manufacturers must be available within New York State. Post delivery service shall be performed in a modern, properly equipped service shop. All post delivery servicing shall be included in the price of the contract while the vehicle(s) are under any applicable cab/chassis and body warranty.

4.12 Warranties

Contractor hereby warrants and represents that deliverables specified and furnished by or through Contractor shall individually be guaranteed against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts for the warranty period or for a minimum of one year from the date of acceptance, whichever is longer. During the warranty period, defects in the materials or workmanship of deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the DHSES.

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

The manufacturer's standard warranty will apply. In the event that an extended warranty is included, the extended warranty shall prevail over the standard manufacturer's standard warranty.

Warranties shall be honored by all the manufacturer's dealers in New York State.

The warranty period for all coverage shall begin on the date vehicle is accepted or put in service, whichever occurs later.

Where vehicle(s) that develop chronic failures during the warranty period, the Contractor shall extend the warranty period for an equal period of time following correction of such failures, as indicated in the original warranty.

4.13 Availability

Vehicles may be sold from existing stock if they are in compliance with the contract specifications and pricing. In no way should Options be added to these vehicles without the consent of DHSES. In all cases Option pricing should be in accordance with contract requirements.

4.14 Recalls

The awarded contractor must immediately notify DHSES of any recalls which would render the trucks and/or their equipment unusable or not able to perform in the manner they are intended.

4.15 Options, Accessories, Equipment, etc., to be Added or Deleted from Vehicle

General - The Bidder must offer the vehicle specified with all the features, Options, accessories, equipment, specified by the solicitation.

Subsequently, after award, DHSES may purchase the specified vehicle and choose to have Options, accessories, equipment, features, products, etc., (hereafter referred to as "Options") added or deleted. Such Options will generally be considered "OEM" (original equipment manufacturer), but may be from other suppliers that the OEM may utilize and/or may be considered part of the OEM's standard line of products for the vehicle involved. The Options would normally be readily available from the "factory" when the OEM is building the vehicle and would normally be expected to be listed in the OEM's offering of Options. Such Options would be expected to be listed in vehicle publications such as the "PC Car Book".

Deletions – In the event that that DHSES may request to delete Options that have been listed within the specifications for the base vehicle involved. The awarded Contractor will be required to honor all such deletions.

When an Option is being deleted, the Contractor must give DHSES proof of the Contractor's full cost (invoice price from manufacturer) of the Option, as shown in the PC Car Book. If the Option is not in the PC Car Book, the Contractor must provide documentation showing the Contractor's cost for the Option.

Any deletion must clearly be shown on invoice and clearly show cost deduction.

Additions - It is anticipated that Authorized Users may add Options above and beyond that which have been required by the solicitation's specifications for the vehicle involved. Contractor shall be required to honor all such additions.

When an Option is being added, the Contractor must give DHSES proof of the invoice price of the Option, as shown in the PC Car Book. If the Option is not in the PC Car Book, the Contractor must provide documentation showing the Contractor's price for the Option from the vendor's catalog.

The percent discount bid and shown in the contract shall be applied to the invoice price to yield a net/contract price for the Option. The percent discount shall be understood to include and account for any and all labor, installation, fittings, connections, etc., that might be needed to attach the Option to the vehicle so that it operates to its full design capabilities; there shall be no additional up-charges, fees, etc., for adding OEM Options.

Any addition must clearly show on invoice and clearly show the invoice price, the application of the percent discount for Options and the resultant contract price

4.16 Emissions Controls

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

4.17 Instruction of Personnel

Within five business days of delivery of product, the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is operated and operator maintained so as to perform to the full extent of its design capabilities. Agency shall designate personnel which are to receive instruction.

5 Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated December 2012 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. **Please retain this document for future reference.**

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

1. Appendix A
2. Contract Service Agreement
3. RFQ 1806 (this document) including any addendum(a)
4. Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

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

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

5.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to OGS.

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

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Contracts Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name ***The People of the State of New York, its officers, agents, and employees as additional insureds there under*** (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

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

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

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

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

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

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

- a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DHSES, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DHSES or (ii) any other form of permission for the release of DHSES.
- d) WORKERS' COMPENSATION / DISABILITY INSURANCE:
Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

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

Or

B) Obtain such coverage from insurance carriers;

Or

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

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

A) **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us);

Or

B) *Certificate of Workers' Compensation Insurance:*

1) **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Office of General Services;

Or

2) **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services;

Or

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

Or

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

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

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

A) Be legally exempt from obtaining disability benefits coverage;

Or

B) Obtain such coverage from insurance carriers;

Or

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

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

- A) **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us);

Or

- B) **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;

Or

- C) **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the **NYS Office of Fire Prevention and Control, One Commerce Plaza, 99 Washington Ave, Suite 500, Albany, NY 12210**, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DHSES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DHSES. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for DHSES' immediate termination of any contract resulting from this RFQ, subject only to a five (5) business day cure period. Any termination by DHSES under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against DHSES, its agents and employees therefore for lost profits or any other damages.

5.4 Tax and Finance Clause

TAX LAW § 5-A:

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

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

Contractor certification forms and instructions for completing the forms are attached to this RFQ. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

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

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

5.5 MWBE & EEO Requirements

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

NEW YORK STATE LAW

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

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

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Business Participation Opportunities for MWBEs

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

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

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

5.6 Freedom of Information Law / Trade Secrets

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

REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

5.7 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify DHSES of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The Bidder agrees that in any contract resulting from this RFQ it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this RFQ may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of DHSES.
- For reasons of safety and public policy, in any contract resulting from this RFQ, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this RFQ, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of DHSES will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DHSES.
- **INSPECTION** – For purposes of any contract resulting from this RFQ, the quality of the product is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that the quality of the product being supplied is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of the Office of DHSES may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- **STOP WORK ORDER** - The Commissioner of DHSES reserves the right to stop any and all activities covered by this RFQ and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of meeting the requirements of the specifications to the state's satisfaction. In the event of such stopping, the Office of DHSES shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the existing Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of DHSES issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain all equipment and materials provided for the work consistent with applicable public safety and health codes.
- **ADVERTISING** - In addition to the requirements set forth herein, any Contractor advertisements, promotional literature and/or contract description(s) of contract awards must be reviewed and approved by DHSES prior to issuance. Contractor may not advertise its name on the vehicle.

5.8 Contract Terms

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

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFQ, and will be binding upon the parties to such contract.

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

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

5.9 Subcontractors

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

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

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

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

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to, Mr. Thomas Howard, Information Analyst, Office of Fire Prevention and Control (or their designee), 4240 Albany St., Albany, NY 12205, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Assistant to the Director may require, concerning the proposed subcontractor's ability and qualifications.

5.10 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. If two or more offers are found to be substantially equivalent as to pricing or other factors, the Commissioner of DHSES/OGS, at his sole discretion, will determine award.

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

5.11 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the RFQ, regarding the reason that the bid or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

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

5.12 Termination

A. Termination

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

Furthermore, DHSES shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFQ, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor. Any termination by DHSES under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFQ and no liability shall be incurred by or arise against DHSES, its agents and employees therefore for lost profits or any other damages.

B. Procurement Lobbying Termination

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

5.13 NYS Standard Vendor Responsibility Questionnaire

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

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

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at

<http://www.osc.state.ny.us/portal/contactbuss.htm>.

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at:

http://www.osc.state.ny.us/vendrep/forms_vendor.htm

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

all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS/DHSES may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

5.14 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5.15 Indemnification

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

5.16 Force Majeure

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

5.17 Iran Divestment Act

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

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

which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

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

5.18 Mercury Added Consumer Products

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

5.19 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. All heavy duty diesel vehicles must have BART by December 31, 2012. The Law also provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

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

5.20 ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

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

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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
RFQ 1806 REQUIRED
PROCUREMENT FORMS

**NEW YORK STATE OFFICE OF GENERAL
SERVICES**

FOR

LIGHT DUTY TRUCKS, CLASS 4

ON BEHALF OF

**NYS DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES
OFFICE OF FIRE PROTECTION AND CONTROL
(DHSES, OFPC)**

Required Forms

The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized);
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law;
- Offerer Disclosure of Prior Non-Responsibility Determinations;
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- MacBride Principles;
- Non/Collusive Bidding Certification;
- ST-220 -TD Taxation & finance Contractor Certification (**Submitted directly to Taxation & Finance**)
- ST-220 -CA Taxation and Finance Covered Agency Certification;

Contractor Information

SOLICITATION NUMBER 1805

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

(Authorized Signature)

(Date)

(Print Name)

(Title)

(Company Name)

(Federal I.D. Number)

(NYS Vendor I.D. Number)

(Address)

(City, State, Zip)

(County)

(Telephone Number) Ext. _____

(Toll Free Phone) Ext. _____

(Fax Number)

(Toll Free Fax Number)

(E-mail)

Questions:

- 1. New York State Small Business Circle One: Yes No
- 2. New York State Certified Minority Owned Business Circle One: Yes No
- 3. New York State Certified Woman Owned Business Circle One: Yes No
- 4. Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? Circle One: Yes No
- 5. Will New York State Businesses be used in the performance of this contract? Circle One: Yes No
- 6. If yes, identify New York State Business(es) that will be used; (Attach identifying information).
- 7. Does your proposal meet all the requirements of this solicitation? Circle One: Yes No

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?
If yes, please answer the following question: _____ YES _____ NO

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?
If yes, please provide details regarding the finding of non-responsibility: _____ YES _____ NO

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?
If yes, please provide details: _____ YES _____ NO

Governmental Entity:

Date of Termination or Withholding of Contract:

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

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

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

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

Instructions:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

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

No ___ Yes ___

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No ___ Yes ___

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

No ___ Yes ___

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No ___ Yes ___

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____
Signature

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

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

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

Bidder is required to sign both sections on this page

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

Yes No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes No

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; an) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)



New York State Department of Taxation and Finance

Contractor Certification

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

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

Contractor name

Contractor's principal place of business

City

State

ZIP code

Contractor's mailing address (if different than above)

Contractor's federal employer identification number (EIN)

Contractor's sales tax ID number (if different from contractor's EIN)

Contractor's telephone number

Covered agency name

Contract number or description

Estimated contract value over the full term of the contract
(but not including renewals) \$

Covered agency address

Covered agency telephone number

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need Help?

Internet access: www.nystax.gov
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1 800 698-2931

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Sales Tax Information Center:

1 800 462-8100

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

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

1 800 634-2110



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

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

Make only one entry in each section below.

Section 1 - Contractor registration status

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

Section 2 - Affiliate registration status

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

Section 3 - Subcontractor registration status

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

ST-220-CA

(6/06)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

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

Contractor name		For covered agency use only Contract number or description
Contractor's principal place of business	City State ZIP code	
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number ()	Covered agency name	\$
Covered agency address		Covered agency telephone number

I, _____, hereby affirm, under penalty of perjury, that I am _____
 (name) (title)
 of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:
 (Mark an X in only one box)

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

Sworn to this _____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General Information

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

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

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

When to complete this form

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

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

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

Attachment 1
BID PROPOSAL FORM

Division of Homeland Security and Emergency Services
Office of Fire Prevention and Control
One Commerce Plaza
99 Washington Ave
Albany, New York

RFQ No. 1806
Contract No.
(to be completed by agency)

(Company Name)

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

The above Bidder agrees to supply three (3), Light Duty Trucks, Class 4, Ford 450 XL (or equal) and body, Alum-line (or equal) in accordance with the terms and conditions of this solicitation. The Bidder agrees to supply the Light Duty Trucks in accordance with specifications of this bid for the bid. The vehicles shall be delivered to 4240 Albany St., Albany, NY.

This solicitation is a one (1) time purchase for three (3) Light Duty Trucks.

A - Cab-Chassis Product Line

- Make
• Model

%Discount from Invoice Price; Multiplier

Blank lines for inputting make, model, and discount/multiplier.

B - Body Product Line

- Make
• Model

%Discount from Invoice; Multiplier

Blank lines for inputting make, model, and discount/multiplier.

Options (See Factory Installed Options clause)

Discount from Invoice; Multiplier

Blank line for inputting discount/multiplier.

Pickup Credit, per truck:

Delivery (see Section 3.4)

\$
A/R/O

A - Cab-Chassis Specifications

GVWR

GVWR lbs.

Engine:

Engine [Liter/Cu. In.];HP and Torque(Ft. Lbs) Rating

L/ CID; HP@ rpm;
lbs @ rpm

Amp Capacity, extra heavy duty alternator

- amp

Batteries: Make: Model/Order #; Qty and CCA:

@ CCA

Intelligent Oil Life Minder - check (Y or N)

Yes No

Diesel exhaust fuel tank (Y or N)

Yes No

Split-shift calibration compatibility

Yes No

Alternator (Base Item): Make; Model #; Rating:

; amps

Transmission:

Make; Model #;

Number of speed

speed - fwd / rev

Light Duty Trucks, Class 4

Solicitation 1806

Automatic with Overdrive (Y or N)

_____ Yes _____ No

Drive Train / Axle:

Axle Capacity, Front and Rear:

Spring Capacity @ Ground, Front and Rear:

Axle ratio{Capacity}; w/ limited slip differential

Front: _____ lbs; Rear: _____ lbs

Front: _____ lbs; Rear: _____ lbs

_____ axle ratio w/ limited slip differential

Tires:

Tires (Radial): [Size, (Load Range); and Capacity {lbs./axle}sgl./duals]:

Tire (Front): [Make and Tread Designation]:

Tire (Rear): [Make and Tread Designation]:

_____ ; S: _____ #; D: _____ #

_____ ; _____

_____ ; _____

Spare Tire:

Make; Size, (Load Range); and Capacity {lbs./axle

_____ ; _____ #

Brakes :

wheel; Make; Model #;

ABS or DRW: (check)

_____ wheel; _____

_____ anti-lock (ABS) ; _____ Hydro-boost (DRW)

Electric Shift on the Fly Transfer Case:

Inc: Auto locking front hubs w/ manual override (check- Y or No)

Rotary control on I/P

Second glove box

Dual I/P mounted cup holders

_____ Yes _____ No

_____ Yes _____ No

_____ Yes _____ No

_____ Yes _____ No

Power Equipment Group:

Inc: Accessory delay

Power door locks

Remote Keyless entry

Perimeter anti-theft alarm

Power front & rear windows w/ driver & front passenger one-touch up/down

Manual telescoping trailer low mirrors w/ power heated glass

Heated convex spotter mirror

Integrated clearance lights & turn signals & two-way fold

Door trim panel upgrade (w/ 585 radio – inc MyKey)

_____ Yes _____ No

Engine Block Heater:

_____ Yes _____ No

Transmission PWR Take-Off Provision

_____ Yes _____ No

Dual Amp Alternators:

amp

2 @ _____ amp

Transfer Case Skid Plate:

_____ Yes _____ No

High Capacity Trailer Tow Package:

Inc – Trailer brake wiring kit

Upgraded rear axle

Increase GCW

_____ Yes _____ No

_____ Yes _____ No

_____ Yes _____ No

Trailer Break Controller

_____ Yes _____ No

6 - Ton Hydraulic Jack

_____ Yes _____ No

6” Angular Molded Cab Steps in color running board

_____ Yes _____ No

Daytime Running Lights

_____ Yes _____ No

Seat Type:

Steel, cloth 40/20/40 split bench seat

_____ Yes _____ No

Optional Equipment

Dual Diesel Fuel Tanks

gal. axle to axle; #gal mid-ship tank

A/A: _____ # gal; Mid-ship _____ # gal

B - Body Specifications

Fire / Rescue / Utility body for F450 Cab/Chassis; CA = 60"; 96"W x 9'3"L x 60"H

- Smooth aluminum .125 material
 - 3" I-beam cross members 12" on center
 - 3" or 4" C-channel mounting sills
 - Door Hinges are Stainless Steel Piano Hinges – 3 on each side
 - Compartments per side at 23"D
 - Center compartment width at 50"
 - Six (6) Hinged side swing doors recessed w/ gas shocks and chain assist
 - Sealed beam LED DOT Lighting
 - Aluminum rolled fender flares diamond plate with wheel well trim
 - 6" drop step bumper in rear with V-notch, with grip strut
 - 8" door jamb above for lights
 - Diamond plate below rear center compartment
 - Adjustable shelf package with ten (10) shelves spread in 4 side compartments
 - Painted: front, sides and rear – Color: Ford White
 - Provision to fill DEF (diesel exhaust Fluid) if applicable
- One (1) Door locking rod on each side for three (3) compartments
 - One (1) Rear Roll-up door
 - One (1) Front compartment traverse 36"W x 60"H; with two (2) 11" ceiling lights
 - Six (6) Stainless Steel D-Ring - 3 point latch
 - One (1) Enclosed roof center with roll up door with two (2) ceiling lights
 - One (1) four sided compartment with LED rope lighting
 - One (1) 2" receiver hitch installed with seven (7) prong plug in for trailer
 - One (1) 10 year warranty on aluminum extrusions

Only if applicable:

In the event that the Bidder had to included any additional options because the Bidders' offered vehicle (make/model) and standard selected options are less than comparable to the Ford F450, at Bidders cost, the Bidder will need to include any necessary upgrades for an equivalent comparison. Kindly identify the needed upgrades and the reason(s) why the upgrade was required. (Reference Section 4.1 – Detailed Specifications)

Attach additional pages if necessary.

2013 Light Duty Truck & Body		Invoice Pricing	% Discount from Invoice	NYS Discount Pricing (after % discount from Invoice)
A	Cab / Chassis Pricing w/ Optional Equipment			
B	Body Pricing			
A + B	Sub Total – One (1) Complete Truck			
3 (A+B)	Grand Total – Three (3) Complete Trucks			

Please Note:

The Bidder must complete all line item information (ie. make; model; capacity; Y or N; etc..) on each page of the Bid Proposal Form. In the event that the Bidder has submitted an incomplete Bid Proposal Form, the bid will be rejected.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of Bid 1806, Appendix A (Standard Clauses For New York State Contracts) and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate.

(Authorized Signature)

(Print Name and Date)

(Company Name)

Attachment 2

MANUFACTURER'S CERTIFICATE

NOTE TO BIDDERS:

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

BIDDER'S COMPANY NAME: _____

ADDRESS: _____

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

- 1. Is the bidder listed above an authorized dealer? _____ Yes _____ No
- 2. Do you as a manufacturer agree to supply the bidder/dealer with all quantities of vehicles specified within RFQ 1806? _____ 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

* * * * *