

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

CONTRACT AWARD NOTIFICATION

Title	:	Group 35814 - Speed Display Trailers (Statewide)
		Classification Code(s): 46
Award Number	:	<u>20470 - EE</u>
Contract Period	:	December 1, 2006 to November 30, 2008
Bid Opening Date	:	September 13, 2006
Date of Issue	:	June 12, 2007
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

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

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

Description

The award is for Speed Display Trailers for purchase by the State, authorized agencies and political subdivisions. They are used to measure and display the speed at which a vehicle is traveling to the vehicle operator while driving. They promote safer driving by increasing driver awareness which helps insure the safety of the driving public by reducing vehicle speed in areas of road construction, school zones and areas of increased congestion where slower vehicles, equate to increased safety for road workers, pedestrians and travelers alike.

PR # 20470

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63080	American Signal Company 2755 Bankers Industrial Drive Atlanta, Georgia 30360 Offers Terms of an additional 2% Discount when paid within 15 days of invoice date.	Toll Free Number to be determined (770) 448-6650 ext. 12 (404) 353-6388 - Cellular (770) 448-8970 – Fax Tim Paulino info@amsig.com www.amsig.com	581765732
PC63081	Decatur Electronics, Inc. 715 Bright Street Decatur, Illinois 62522	(800) 428-4315 - Toll Free (217) 428-4315 (217) 4288-5302 - Fax Toni Caldwell tcaldwell@decaturelectronics.com www.decaturradar.com	371089661

Both American Signal Company and Decatur Electronics, Inc. have indicated that they will accept the NYS Procurement Card for purchases up to \$10,000.00 with no additional discount. See "Procurement Card" in Appendix B, OGS General Specifications.

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

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

PSG's DISPUTE RESOLUTION POLICY:

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

(continued)

NOTE TO CONTRACTORS:

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

NOTE TO AUTHORIZED USERS:

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

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

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

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

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

PRICE:

General - Price includes all customs duties and charges and is net, F.O.B. Destination, any point in New York State, as designated by the ordering agency including tailgate delivery.

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

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

Price Changes - Prices for the main contract items are firm through the first four months after the contract award. Thereafter, contract prices shall be subject to increase or decrease during the contract period in accordance with the terms of the Price Adjustment Clause as found beginning on page 5 of this document.

Changes in list price on catalog items must be approved by OGS per the Catalog Inclusion Clause as found on this page, however increases in Catalog Discount Rates are allowed at any time. Decreases in the Catalog Discount Rates are not allowed.

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

(continued)

PRICE: (Cont'd)

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

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. These changes may be accomplished by adjusting the timing and/or frequency of the Price Adjustment Clause as found on page 10, or through other means. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

Catalog Inclusion - A catalog covering the purchase of options and field service parts has been included in the submission by the contractors. Percent discounts quoted shall remain the same or better for the entire period of the contract. The following sub sections apply to the catalog inclusion:

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

Addition of New Products - Contractor offers all products that are openly listed in the catalog and price list, in the event new products are announced during the contract period, contractor agrees to furnish in triplicate any catalog amendment showing list and net prices at which new products may be purchased. These new items placed on the market during the contract period are to be offered at the percentage discount rate that has been previously set. New products added to the manufacturer's catalog will be accepted after review and approval by OGS Procurement Services Group when they are introduced.

It is the contractor's responsibility to inform the OGS Purchasing Officer of any new products in a timely manner.

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

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

Publication Updates - For both price list updates and new products, the contractor shall send three hard copies and 2 electronic copies on CD, to the responsible Purchasing /Contracts. New pricing and new catalog products will not be effective until reviewed, approved and published by the Procurement Services Group. It is the contractor's responsibility to inform the purchasing officer of record in a timely manner of these changes.

In all of the above situations, a Purchasing Memorandum will be published to announce any changes in the catalog, and said changes become effective on the date of publication.

(continued)

PRICE (Cont'd):

PRICE ADJUSTMENT CLAUSE:

The price of the contract award item #1 is subject to an increase or decrease on the first (1st) day of the month of February 2007 and every four months thereafter on the first of June, October and February, for the term of the contract. The price adjustment on Item #1 will be commensurate with the increase or decrease in the **Producer Price Index (PPI)** for “Series ID:PCU339950339950211; Industry: Sign Manufacturing; Product: Metal Signs and Displays.

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

The formula for the price adjustment is as follows:

- The Current Producer Price Index -

The most recently published **Producer Price Index (PPI)** for “Series ID: PCU339950339950211; Industry: Sign Manufacturing; Product: Metal Signs and Displays on the day prior to the first (1st) day of the month of February 2007 and every four months thereafter on the first of June, October and February, for the term of the contract, whether or not indicated as “preliminary.”

Divided By (÷)

118.4

The Established Base Index

EQUALS (=)

- The MULTIPLIER -

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

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

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

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

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

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

Additional information on the Producer Price Index may be obtained at the U. S. Department of Labor website at:

<http://data.bls.gov> .

Government Mandated Program Adjustment - An adjustment in product and/or price may be permitted if a government mandated program, such as a new Environmental Protection Agency Specification Standards, take effect and suitable documentation is furnished to the State and the State determines the requested change is verifiable and is reasonable. Replacement product would be subject to NYS Department of Transportation testing and approval. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the PPI.

(continued)

DELIVERY:

General: Product is required as soon as possible. The vendor shall be responsible for the delivery and unloading of the Speed Display Trailers, to any location within New York State. The Speed Display Trailers shall be charged and fully operational upon delivery.

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

Shipping Dates And Delivery Time -

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

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

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

Delivery Certification - Contractor shall secure a signed receipt from agency certifying to delivery of product.

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

PURCHASE ORDERS AND INVOICING:

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

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

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

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

- Contract Number
- Purchase Order Number
- Item Number
 - Should not be something that is "unique" to dealer or distributor.
 - Should be something that can be tracked by a third party.
 - Preferably a manufacturer's code or identifying number.
- Line item breakdown of all charges.
- Line item breakdown of any deletion.

Failure to comply may result in lengthy payment delays.

(continued)

LOT and ITEM DESCRIPTION

LOT I - ITEM #1:

Speed Display Trailer: Per the Detailed Specifications
Delivered as required to any point in New York State:

ITEM #	<u>Description</u>	Unit Price Per Trailer
1	Speed Display Trailer	\$7895.00
	Manufacturer's Product Name & Identification Number:	Digibrite Advantage AMS60065210
	Manufacturer:	American Signal Co.
	Address of Manufacturer's Plant:	2755 Bankers Industrial Drive Atlanta, Georgia 30360
	Guaranteed Delivery:	45 Days A. R. O.
	Manufacturer's Standard Colors*:	Federal Orange, Federal Yellow, White, Blue, Red
	Discount Offered on Options, Service Parts, and Accessories:	24% off Retail Price List

CONTRACTOR, LOT I, Item 1: American Signal Co.

Note: The ITS Group of the N. Y. S. Department of Transportation recommends this item for use in high speed, multi-lane applications such as on interstates and multi-lane arterials.

LOT I - ITEM #1:

Speed Display Trailer: Per the Detailed Specifications
Delivered as required to any point in New York State:

ITEM #	<u>Description</u>	Unit Price Per Trailer
1	Speed Display Trailer	\$7922.00
	Manufacturer's Product Name & Identification Number:	On Site 350
	Manufacturer:	Decatur Electronics, Inc..
	Address of Manufacturer's Plant:	715 Bright Street Decatur, Illinois 62522
	Guaranteed Delivery:	30 Days A. R. O.
	Manufacturer's Standard Colors*:	Ford Z-1 White
	Discount Offered on Options, Service Parts, and Accessories:	No, Accessories Priced as per List.

CONTRACTOR, LOT I, Item 1: Decatur Electronics, Co.

Note: The ITS Group of the N. Y. S. Department of Transportation recommends this item for use in areas where the deployment locations have greater space limitations and lower speeds, such as on city streets or local road areas.

* = Price as listed includes either NYS DoT Yellow or NYS Thruway Yellow in addition to mfr.'s standard paint color.

(continued)

MINIMUM ORDER:

There is no minimum order for this product or for the subsequent purchase of replacement or service parts or user installed options and accessories.

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

See "Contract Billings" in Appendix B, OGS General Specifications, and separate clause herein on "PURCHASE ORDERS AND INVOICING".

ELECTRONIC PAYMENTS:

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

CONTRACT PERIOD AND EXTENSION/RENEWAL:

General - It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except, that per the terms of the Contract Period and Extension/Renewal clause of the Invitation for Bids, the commencement and termination dates appearing on the Invitation for Bids have been adjusted forward unilaterally by the State for this contract by two calendar months, by indicating said change on this Contract Award Notification.

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

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

EXTENSION OF USE:

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

(continued)

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of the original contract.

NEW YORK STATE PROCUREMENT CARD:

The Contractors have indicated that they will accept the NYS Procurement Card for purchases up to \$10,000.00. See "Procurement Card" in Appendix B, OGS General Specifications.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

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

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

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

APPROVAL OF PROCUREMENT SERVICES GROUP FOR CONTRACT ACTION:

Using agencies are hereby advised that any change or modification of term or condition of the contract incorporating these specifications must have the approval of the Office of General Services, Procurement Services Group.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six (6) month period. The reports shall be in the following format:

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

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

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts

(continued)

PROCUREMENT PROCEDURES FOR STATE AGENCIES:

The purpose of this IFB and resultant contracts is to provide contract users with a means of acquiring Speed Display Trailers, Equipment and Supplies. The NYS Procurement Services Group will issue guidelines for use of these contract(s). Users should consider that there could be more than one source for the products they require and should seek the best value purchase most appropriate for their needs. End users will be given information in the contract use guidelines on contract use and seeking competition under certain circumstances. Users should be able to document their choice and maintain justification for the Procurement Record to support both the selection of the vendor and the reasonableness of the price to be paid.

EMERGENCY PURCHASING:

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

PRODUCT DISCONTINUATION AND SUBSTITUTION:

In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Office of General Services to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. It is the vendor's responsibility to inform the Office of General Services, Purchasing Officer, in a timely fashion. The notification should include the date of loss of availability and the current inventory level for the product. The contractor shall provide to OGS PSG, complete information on the replacement product including, but not limited to: a Specification List, Function and Feature list and Comparison of Performance between the new and old product. Upon approval by the Office of General Services Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of contract. In the event that a contractor is unable to provide a replacement, it is the State's right to cancel the contract and to proceed with an award to the next lowest bidder in line.

OVERLAPPING CONTRACT ITEMS:

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

LIQUIDATED DAMAGES:

In the event of a delay or default in any delivery, providing such delay or default is not directly attributable to a material fault of the ordering agency, the agency shall be entitled to and shall assess against the vendor as liquidated damages, a sum calculated as follows:

Fifty (\$50.00) dollars per day to compensate for delay, and other losses, detriments and inconveniences attendant upon such delay from the of the grace period, commencing from the time delivery was due under the contract. A grace period of seven (7) calendar days commencing on and including the contract date for delivery shall be extended to the vendor prior to the assessment of such liquidated damages. Notice is hereby given to the vendor that despite the extensions of the grace period herein specified, time shall be and is of the essence in regard to the delivery of these products to the using agency.

Furthermore, notice is hereby given that, where the delay in delivery is directly attributable to the manufacturer of the traffic control equipment, the vendor remains responsible for and the using agency may assess such liquidated damages. Such manufacturer-based delay in delivery beyond 30 days may also constitute grounds for the State to terminate, for its cause and convenience, the contract at no expense or cost to the State at the State's sole option.

Liquidated damages, if assessed, shall be deducted from the purchase order price for each shipment delivered against such purchase order.

(continued)

PERFORMANCE REQUIREMENTS:

Price Lists and Catalogs - Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to all authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists. Fulfillment of any request must be made within 14 calendar days of the request.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists. Price lists provided to contract users under this contract should contain Net Prices reflecting the proper discounts for appropriate product lines.

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

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

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

Sale Flyers - At the contractor's option, sale catalogs, and flyers based on the awarded catalog, that offer further price reductions, may be offered to contract users. Also, at the contractor's option, catalogs/price lists developed for a specific customer's specialized requirements may be offered.

Product Literature - The contractor shall incorporate recycled product information on all marketing literature used to promote the products on this contract, which contain such post-consumer content materials. In addition, the contractor is encouraged to have the literature printed on recycled paper. It is the intent of all participating States on this contract to have all such information printed on product literature as soon as possible after notification of contract award is made to the resultant contractor.

Instruction of Personnel - Within five business days of delivery of product, upon request, 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.

Instruction Manuals - Simultaneous with delivery, the contractor(s) shall furnish to the authorized user two (2) printed and one (1) CD (electronic) complete instruction manuals for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

WARRANTIES:

The vendors will include a warranty with each Speed Display Trailer which covers all defects in materials and workmanship for a period of 24 months from the date of delivery. During the warranty period, the vendor will provide technical support, free of charge for vendor supplied items, including but not limited to remote wireless communications, software, hardware, etc.

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

(continued)

POOR PERFORMANCE:

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

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

CUSTOMER SUPPORT:

American Signal Company

- Person or persons to contact for expediting New York State contract orders and/or in the event of an emergency occurring after business hours or on weekend/holidays:

Name: Tim Paulino
Title: National Sales Manager -Highway Products
Telephone Number: (770) 448-6650 ext. 12
Toll Free Telephone Number: () To Be Announced
Fax Number: (770) 4488970
Cellular Telephone Number: (404) 353-6388
E-Mail Address: tpaulino@amsig.com - or - info@amsig.com
State Normal Business Hours (Specify M-F, Sat, Sun): 8 am - 5pm (EST) Monday - Friday

Decatur Electronics, Inc.

- Person or persons to contact for expediting New York State contract orders:

Name & Title : Toni Caldwell, Bid Specialist
Telephone Number: (217) 428-4315
Toll Free Telephone Number: (800) 428-4315
Fax Number: (217) 428-5302
E-Mail Address: tcaldwell@decaturelectronics.com

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Name & Title: Kelly Abercrombie, Regional Sales Consultant
Toll Free Telephone Number: (800) 428-4315
Fax Number: (217) 428-5302
Cellular Telephone Number: (217) 521-1540
E-Mail Address: kabercrombie@decaturelectronics.com
State Normal Business Hours (Specify M-F, Sat, Sun): 8 am - 5pm (CST) Monday - Friday

(continued)

ACCESSORIES, OPTIONS & PARTS:

American Signal Company - Discount Offered on Options, Service Parts, and Accessories: 24% off List Price

FACTORY INSTALLED OPTIONS		NYS-DOT 20470 List 1	
Part #	Description	List Price	NYS Discount -24%
OPT30155050	Spare Tire	\$300.00	\$228.00
OPT30065096-1	Wheel Lock Bar w/Padlock	\$250.00	\$190.00
OPT30065102	Locking Lug-nuts	\$75.00	\$57.00
OPT30065007-3	CDMA Cellular	\$1,950.00	\$1,482.00
DIS00000080	Easy-host Software	\$1,200.00	\$912.00
HAR00000600	Harness 600 Serial Cable	\$100.00	\$76.00
OPT30065007-4IP	CDMA IP Addressable Modem	\$2,900.00	\$2,204.00
REPLACEMENT PARTS		NYS-DOT 20470 List 2	
Part #	Description	List Price	NYS Discount -24%
OPT30155050	Spare Tire	\$300.00	\$228.00
OPT30065096-1	Wheel Lock Bar w/Padlock	\$250.00	\$190.00
OPT30065102	Locking Lug-nuts	\$75.00	\$57.00
OPT30065007-3	CDMA Cellular	\$1,950.00	\$1,482.00
DIS00000080	Easy-host Software	\$1,200.00	\$912.00
HAR00000600	Harness 600 Serial Cable	\$100.00	\$76.00
OPT30065007-4IP	CDMA IP Addressable Modem	\$2,900.00	\$2,204.00
PCB00000085-2	CPU Board - T131	\$1,500.00	\$1,140.00
TER00000105	Handheld Controller	\$1,100.00	\$836.00
PNL00000385-3	LED Panel	\$350.00	\$266.00
CHG00000155	Battery Charger	\$750.00	\$570.00
PCB000000290-1	Power Manager Board	\$1,150.00	\$874.00
POW00000405	Power Supply Board	\$650.00	\$494.00
PCB00000265-1	Photocell	\$300.00	\$228.00
HYD00000160	Hydraulic Pump	\$675.00	\$513.00
MAN00000023	Operator Manual - Digi	\$50.00	\$38.00
MAN00000XX-Cell	Cellular Operator Manual	\$50.00	\$38.00
MAN0000012-1	Service Manual	\$50.00	\$38.00
CEL00000100	Solar Cell - 80 Watt	\$1,000.00	\$760.00
USER INSTALLED OPTIONS		NYS-DOT 20470 List 3	
Part #	Description	List Price	NYS Discount -24%
OPT30155050	Spare Tire	\$300.00	\$228.00
OPT30065096-1	Wheel Lock Bar w/ Padlock	\$250.00	\$190.00
OPT30065102	Locking Lug-nuts	\$75.00	\$57.00
OPT30065007-3	CDMA Cellular	\$1,950.00	\$1,482.00
DIS00000080	Easy-host Software	\$1,200.00	\$912.00
HAR00000600	Harness 600 Serial Cable	\$100.00	\$76.00
OPT30065007-4IP	CDMA IP Addressable Modem	\$2,900.00	\$2,204.00

(continued)

ACCESSORIES, OPTIONS & PARTS:

Decatur Electronics, Inc. - Contract Price as Listed

On Site 350 - OPTIONS		Price
Metro-count Vehicle Classifier System (Enhanced Statistics Software Package)		\$1491.00
White Xenon Strobe Warning Indicator		\$150.00
Anti-Theft Motion Alarm		\$150.00
Additional Battery for SST		\$250.00
Red LED Warning Flasher (Flashes with Violation)		\$323.00
Amber LED Direction Stick		\$623.00
Trailer Cover		\$75.00
Locking Nuts		\$30.00
KPH Software		\$100.00
Hundreds Digit Upgrade		\$200.00
Standard Factory Paint - White	DEDUCT from Trailer Cost	- \$450.00

On Site 350 - PARTS

DISPLAY	Description	Part Number	Price
Display Panel - LEXAN		S792-518	\$50.00
18" LED Display PCB with Harness		S792-505 A-0	\$250.00
Display Driver PCB Software		S792-510-0	\$164.00
Decatur SI Radar System		SI-2MCE-C	\$600.00

MAIN COMPARTMENT	Description	Part Number	Price
Battery Box		S792-515	\$75.00
Battery, Deep Cell, 12V115 AH		P702-50	\$75.00
Tri Bank, Charger, 10A		P702-52	\$250.00
Dual Bank Charger,		P702-51	\$158.00
Solar Kit - 50 Watt		S792-600-0	\$450.00
7A Charge Controller		P702-53	\$99.00

TRAILER	Description	Part Number	Price
Crown Jack, 10", Swivel		S792-529	\$85.00
Spare Tire Kit - (White Wheel)		S792-650W	\$70.00
Spare Tire Kit - (Chrome Wheel)		S792-650C	\$150.00
Speed Limit Sign		S792-520-0	\$145.00

(continued)

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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

* * * * *

(continued)