



# Contract Award Notification (Revised)

<b>Title</b>	: <b>Group 38612 – TRAFFIC SAFETY PRODUCTS - (Traffic Calming Equipment &amp; Accessories, including Traffic Cones, Delineators, &amp; Channelizers) (Statewide with Multi-State Participation) Classification Code(s): 46</b>
<b>Award Number</b>	: <b><a href="#">22343-RA</a></b>
<b>Contract Period</b>	: <b>March 1, 2016 through March 28, 2017</b>
<b>Bid Opening Date</b>	: <b>November 15, 2011</b>
<b>Date of Issue</b>	: <b>March 29, 2012</b>
<b>Specification Reference</b>	: <b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	: <b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Adam Groesbeck Title : Contract Management Specialist 1 Phone : 518-485-1621 E-mail : adam.groesbeck@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

### Description

This award is for specific Traffic Calming Devices, including plastic traffic cones, flexible delineator posts and channelizers, produced with recovered materials content as defined by bid specifications and listed herein. It is a New York Statewide award and an exercise in cooperative purchasing with the States of Maine, Michigan, New Jersey, Rhode Island, Vermont, and Wisconsin, as well as with the Commonwealths of Massachusetts and Pennsylvania.

PR # 22343

(continued)

**NOTE: See Contract Directory (pages 23-36) to determine actual lot & item awardees.**

**“CMC” Contract Numbers indicate a contract in a multiple award contract lot. See pages 6, 23 & 25 for additional information. Single contractor lots utilize “PC” contract numbers.**

<b>Award Pending</b>	<b>Lightle Enterprises of Ohio, LLC</b> 21 West Walnut Street Frankfort, Ohio 45628	(855) 654-1165 - Toll Free (740) 998-5363 <b>David R. Lightle</b> (740) 998-5364 Fax <b>info@lightleenterprises.com</b> www.lightleenterprisesohio.com	<b>Federal E.I.N.</b> 208135704 <b>NYS Vendor ID#</b> 1000047206
<b>Lightle Enterprises of Ohio, LLC offers Volume Discounts of : 2% off on orders over \$10,000.00 3% on orders over \$20,000.00 &amp; 4% on orders over \$25,000.00</b>			
Lightle Enterprises of Ohio LLC will accept the NYS Procurement Card for NYS orders up to \$15,000.00			
<b>CMC0003</b> <b>PC65729</b>	<b>Pexco LLC</b> 3110 70th Avenue East East Tacoma, WA 98424	(877) 335-4638 - Toll Free (253) 284-8000 ext. 130 <b>Peter A. Speer</b> (253) 284-8080 - Fax <b>peter.speer@pexco.com</b> www.pexco.com	<b>Federal E.I.N.</b> 264323543 <b>NYS Vendor ID#</b> 1100010608
<b>Remittance address:</b> Pexco LLC. - Tacoma 2683 Momentum Place Chicago, IL 60689-5326			
<b>Pexco LLC offers a volume discount of 33% for LOT VIII orders of 200 units or more.</b>			
Pexco LLC will accept the NYS Procurement Card for NYS orders up to \$15,000.00			
<b>PC65731</b> <b>NYS-SB</b>	<b>Traffic Logix Corporation</b> 3 Harriet Lane Spring Valley, New York 10977	(866) 915-6449 - Toll Free (917) 685-2814 <b>Ben Cohen</b> (866) 995-6449 - Toll Free Fax <b>b.cohen@trafficlogix.com</b> www.trafficlogix.com	<b>Federal E.I.N.</b> 200606551 <b>NYS Vendor ID#</b> 1100018032
<b>Traffic Logix Corporation offers a 1% Cash Discount for payment within 30 days of delivery and/or receipt of voucher for this contract.</b>			
Traffic Logix Corporation will accept the NYS Procurement Card for NYS orders up to \$15,000.00			
<b>PC65732</b>	<b>Traffix Devices, Inc.</b> 160 Avenida La Pata San Clemente, California 92673	(888) 930-5663 - Toll Free (949) 361-5663 <b>Jack Kulp</b> (949) 361-9205 - Fax <b>info@traffixdevices.com</b> www.traffixdevices.com	<b>Federal E.I.N.</b> 330217824 <b>NYS Vendor ID#</b> 1000019392
<b>Traffix Devices offers a volume discount of 2% off of orders exceeding \$5000.00</b>			
Traffix Devices Inc. will accept the NYS Procurement Card for NYS orders up to \$15,000.00			
<b>PC65733</b>	<b>Work Area Protection Corporation</b> 2500 Production Drive St. Charles, Illinois 60174	(800) 327-4417 - Toll Free (630) 377-9100 <b>Michael P. Linkimer</b> (630) 377-9270 FAX <b>workarea@workareaprotection.com</b> www.workareaprotection.com	<b>Federal E.I.N.</b> 521488457 <b>NYS Vendor ID#</b> 1000009439
<b>Work Area Protection Corporation offers the following Cash Discounts for this contract:</b> <b>3% Cash Discount for payment within 15 days of delivery and/or receipt of voucher</b> <b>1% Cash Discount for payment within 30 days of delivery and/or receipt of voucher</b>			
Work Area Protection Corporation will accept the NYS Procurement Card for NYS orders up to \$15,000.00			

(continued)

---

Cash Discount, If Shown, Should be Given Special Attention.  
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
(See "Contract Payments" in this document.)

ALL AUTHORIZED CONTRACT USERS SHOULD NOTIFY THE NEW YORK STATE DEPARTMENT OF GENERAL SERVICES, PROCUREMENT SERVICES (hereinafter referred to as "OGS Procurement Services") PROMPTLY IF A 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 OGS PROCUREMENT SERVICES.

**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:**

OGS Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. This award has been designated "RA" as having products which contain recycled content, and is in compliance with the Governor's Executive Order 4 initiative. Please see page 38 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

**SCOPE**

OGS Procurement Services is awarding contracts for specific Traffic Calming Devices, including but not limited to plastic traffic cones, flexible delineator posts and channelizers, produced with recovered materials content as defined by the bid specifications and as described herein. This award is intended to result in cooperative purchasing by the following collection of States: Maine, Michigan, New Jersey, New York, Rhode Island, Vermont and Wisconsin, as well as the Commonwealths of Massachusetts and Pennsylvania (hereinafter the “participating entities” or “participating entity”). Each participating entity will determine the level of their participation. **Unless specifically noted otherwise, all references to New York State are intended to refer to all jurisdictions participating in this Invitation for Bids.**

These contracts 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, whether originally included in the bid solicitation or added subsequently upon mutual agreement, 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.

**TERMS AND CONDITIONS PRECEDENCE:**

This award is intended as a cooperative purchasing initiative by the participating entities as defined herein. The terms and conditions of the IFB apply to all awarded contracts. To the extent that **any inconsistencies exist** between the terms and conditions of this award and **any special terms and conditions or law(s) listed** for any participating entity, the special terms and conditions or law(s) of the participating entity **shall be accorded precedence and shall prevail for that portion of the awarded contract for that participating entity.**

For clarification of references throughout this document, the term “State” in any form, refers to any participating entity, whether the entity is constituted by law as a “State,” a “Commonwealth,” or a public authority.

**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.

**DEBRIEFING:**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

**DISPUTE RESOLUTION POLICY:**

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

**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 OGS Procurement Services prior to effectuation.

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under these contracts, 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).

**ESTIMATED QUANTITIES:**

All projections of item purchases listed within this Award are estimated only. No guaranty of any quantity(s) is implied or given.[See “Estimated/Specific Quantity Contracts” and “Participation in Centralized Contracts” on pages 8 and 9 of Appendix B, OGS General Specifications as included with the IFB.]

Each participating State, however, reserves the right on any un-contemplated additional requirements of substantial quantities to advertise them in the best interest of that State at the discretion of the given State’s Chief Procurement Officer.

**CONTRACT BILLINGS AND PAYMENTS:**

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payments 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 website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller 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.

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

(continued)

NEW YORK STATE PROCUREMENT CARD

Vendors have indicated whether or not if they will accept the NYS Purchasing Card for orders not to exceed \$15,000, and this information is contained in the Contractor Detail on pages 2 and 3.

No additional processing fees shall be applied to any procurement card transaction.

No extraordinary paperwork is to be required of the contract user.

Participating States with similar procurement card programs may opt to allow the use of their State's card upon notification by the contract administrator of that State to all accepting contractors and the New York State lead contract administrator. Each State will set its own maximum dollar value per transaction threshold.

See "Procurement Card" in Appendix B, OGS General Specifications.

PREFERRED SOURCE PRODUCTS:

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPPS), and New York State Industries for the Disabled (NYSID), and others determined by law, when such products meet the form, function and utility of the agency. Some products in the resultant Contract(s) may be available from one or more preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law Section 162(3) or (4)(b), respectively, before engaging the Contractor.

OVERLAPPING CONTRACT ITEMS:

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

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

AWARD STATUS:

- Per Bid Solicitation Update #22343p2 of November 14, 2011, no award has been made for **Lot IV**.
- Additionally there is no award for **Lot X**, as no bids were received for those products.
- There is also no award for **Lot IX**, as Plastic Safety Systems, Inc. has chosen not to participate in the extension.

MULTIPLE AWARDS & MINIBID PROCEDURE:

Per the Terms of the Method of Award in the Invitation for Bids, Lot I and Lot VII received qualified bids resulting in a Multiple Award for those lots. As such awards for these lots are considered to be backdrop contracts where by Mini Bids as outlined herein are to be carried out in the procurement process for these lots.

In the mini-bid process Authorized Users shall seek time of purchase pricing for commodity related specific projects from the holders of the appropriate Backdrop Contracts (multiple awardees).

**The mini-bids are restricted to those Contractors who hold a Backdrop Contract (CMC Contract Numbers) on the items being purchased as awarded herein.** Contractors shall determine their "best and final" prices based upon the Authorized User's Project Definition and shall submit a proposal in response to the Project Definition. The individual projects shall be awarded to the bidder who agrees to deliver the items as outlined in the Project Definition and under the terms and conditions of this Backdrop Contract specification. **In no event shall** the Contractor's net **price of merchandise** being purchased for the individual project **exceed the prices as awarded** or as **currently adjusted to** by the terms of the Original (Backdrop) Contract. The Contractor shall deliver to any site set forth in the Project Definition.

The **method of award** through a **mini-bid** for the **supply** of specific merchandise will be **grand total low bid** per item or lot, as determined by the end user.

**The following conditions may also apply to the mini-bid:**

1. Authorized Users shall determine the time period the mini-bid shall cover. The mini-bid time period shall not be greater than the termination date of the Backdrop Contract.
2. Since it is a smaller, simpler form of bidding Mini-bids shall refer to this IFB when bidding of each project definition. It does not need to duplicate this IFB. All terms set forth by this bid remain in effect in the Mini-Bid

(continued)

3. Users shall document in the Procurement Record their choice of Contractor in accordance with the predetermined method of award
4. Backdrop Contractors shall develop a bid and submit it to the Authorized User by the date determined by the Authorized User.
5. Agencies shall review all bids received.
6. Authorized User shall follow the contract award process as stated in the Contract Award Notice.
7. Authorized User shall issue encumbrance documents or other written orders that are effective and binding on the Contractor when placed in the mail, faxed or e-mailed to the Contractor shown on the contract award notification.
8. The Authorized User shall require each Contractor, at Contractor's expense, to submit evidence with the mini-bid that it is in compliance with all requirements of insurance, certificates, permits, licenses, etc., and are up to date. Failure to do so may constitute grounds for the State to cancel or suspend the Backdrop contract or to take any other action deemed necessary by the State.
9. All mini-bids undertaken by New York State agencies are subject to pre-audit and approval by the Office of the State Comptroller's Bureau of Contracts. All other NY contract users and multi-state entities should follow your local procurement guidelines for determination and follow through. Appropriate documentation should be maintained in the procurement record

**Additionally**, should a multiple award situation be in place for a required item being purchased under **The U.S. Government's American Recovery and Reinvestment Act of 2009, or any other program that requires the monies** provided shall be used to purchase **manufactured goods that are produced in the United States** for use in the project, the buyer shall:

- a. Confirm the eligibility of all multiple award offerings under the requirement for the item.
- b. Should the buyer determine that a required item is not eligible for purchase under the funding provisions, then the multiple award mini-bid should proceed only with the contractors offering eligible product.
- c. Should there be only one (1) eligible contractor the buyer may proceed with the purchase from that contractor without carrying out a mini-bid.

**PRICE:**

**General** - Price shall include all customs duties and charges and be net, F.O.B. destination any point within the States of Maine, Massachusetts, Michigan, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and Wisconsin, as designated by the ordering agency including dock delivery and tailgating of load. **Additional fees may be charged** when delivery to point of use **is not possible** via dock, any other door, stairway or elevator freight services when specialized service is requested **in writing** by the purchaser. Authorized user will not be charged for delivery to building location since price is FOB destination; authorized user must be informed of the additional cost prior to delivery and agree to the additional charge in writing. Such costs shall be prepaid and added to the invoice.

NOTE: If it is determined the contractor is charging excessive amounts for specialized delivery services, the State may seek reimbursement for such amounts, may remove the contractor from the list of eligible bidders, and may cancel the contract.

Contract prices for all LOTS shall be firm except that price adjustments will be permitted in accordance with the "Price Adjustments" provisions as shown beginning below.

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

**Minimum Order** - Minimum order shall be LOT I & LOT II: 20 cones, LOT III: 10 drums; LOT IV: 20 tubes; LOTS V, VI & VIII: 50 Markers – not assorted; and LOT VII – 50 posts of a single length; LOT IX: 5 Strips; LOT X: 6 Ramp Components; LOT XI: 4 Complete Assemblies or 12 components sections. Minimum Order for accessories from any lot where the items are being ordered separately is \$250. Accessories added to orders for principle components which exceed the stated minimums are to be treated as fulfilling minimum requirements.

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

**Cash Discounts** – Some vendors offered cash discounts for prompt rapid payment of invoices. These discounts are posted in the Contractor Information section on pages 2 and 3 herein.

(continued)

**Volume Discounts** – Some vendors have offered volume discounts. All Volume discounts have been listed in the individual Lot description.

**Price Adjustments** - Prices are firm through the first twelve month period after the contract award. **With the exception of the State of New Jersey**, the price of the contract award line items are then subject to an increase or decrease semi-annually, commencing with the first business day of the month following the one year anniversary of the issuance of initial contract awards and every 6 months thereafter.

**The price adjustment formula will vary by LOT and will be applied to 85% of the original line item contract price, it will be based on the fluctuation of one or more of the designated indices. The calculated rate will then be applied to the originally awarded line item prices in each lot to achieve the final adjusted price.**

The products found in each lot of this bid have been examined and the price adjustment formula for each lot is based upon the specific product makeup. Each lot has been assigned one or more **United States Department of Labor Producer Price Index (PPI)** by which to adjust the contract prices in accordance with industry trends. **90% of the price adjustment** on each item will be commensurate with any increase or decrease in these indices resides **while the remaining 10% of the adjustment will be based on the corresponding PPI for freight.**

The lots will be adjusted by the Producer Price Indices as shown on the chart found on page 9. These base indices were recorded at 10:18 AM on October 19, 2011 and will remain in place and constant for the duration of the contract. Should an index data source be removed from publication or becomes otherwise unavailable, OGS Procurement Services will select an appropriate replacement index. In such instance the base would change to that of the new referenced index.

The adjustment indices will be recorded 7-10 days prior to the date of adjustment. This will enable the lead administrator to make the calculations and prepare and circulate any necessary adjustment information to the participating states so that any individual states administrative requirements may be performed ahead of the adjustment date. This will enable us to have a timely institution of any adjustment required on the date mandated.

Where any United States Department of Labor Producer Price Indices (PPI) are referenced, the value will be the figure referenced on the day of record as most recently published for the current year, whether or not indicated as preliminary on the day of record. Should the published figure in fact be preliminary, it will not be updated should a different figure replace it in the Bureau's permanent record. Additional information on the Producer Price Index may be obtained at the U. S. Department of Labor website at: <http://data.bls.gov>.

The Adjustment Formula will be performed independently for each lot of the bid, as they are each unique in relation to the value breakdown. All calculations will be rounded to three (3) decimal places.

The basic price adjustment calculation uses a base value of 100 wherein 85 is the **Adjustable Amount** and 15 is the **Addend**. The representative example below details how the formula works. It is based upon a Lot having three indices applied to the product's price. One index is valued at 70% of the product's cost, with the second at 20%. Shipping and freight account for the remaining 10%.

The adjusted price will be valid and applied to all orders submitted to a contractor for **normal or expedited delivery within a given adjustment period**. Orders received by mail after the end of an adjustment period shall be honored as if received in the previous period provided the purchase order and postmark show the order was mailed ahead of the deadline. Should normal delivery for the order extend into a new adjustment period, the ordered price is to be honored and billed by the contractor. Should a buyer **specify a required delivery date extending into a different adjustment period**, the price will be that of the new adjustment period. The contractor shall notify the buyer upon receipt of the order that the pricing would be subject to adjustment and will advise the buyer of the adjusted pricing prior to the shipment of the order. Any necessary credits or adjustments are to be made using the actual invoice price submitted for payment. It is the contractor's responsibility to promptly bring any pricing concerns to the attention of the buyer and the contract administrator.

This is an example of the process:

1. Calculate **Individual Adjustment Amounts**:

As this adjustment process is using targeted factors related to researched percentages of each item classification it is necessary to take the adjustable amount and segment it further so as to allow the individual adjustment multipliers to be applied to the proper percentage. This is done by taking the Adjustable Amount (85) and multiplying it by each percentage rate:

**Adjustable Amount (85) x 0.70 = Individual Adjustment Factor for First Index - 59.50**

**Adjustable Amount (85) x 0.20 = Individual Adjustment Factor for Second Index - 17.00**

**Adjustable Amount (85) x 0.10 = Individual Adjustment Factor for Freight - 8.50**

2. Calculate adjustment **Multipliers**:

Index Value (taken within 7-10 working days prior to date of adjustment) ÷ Base Index =  
Multiplier

(continued)

---

*In the event index movement is indicative of a price reduction, the actual multiplier will equal:  
[1 - (The Current Index Value ÷ Base Index)]*

3. Calculate each **Individual Adjustment Values**:  
Individual Adjustment Factor x Multiplier = Individual Adjustment Value
4. Calculate **Final Adjustment Values** by adding together the Individual Adjustment Values
5. Calculate the **Total Adjusted Value**:  
Final Adjustment Value + Addend (15) = **Total Adjusted Value**
6. Calculate **Net Adjustment Percentage**:  
**Total Adjusted Value** ÷ Base Value (100) = Net Adjustment Percentage per classification
7. If the **Net Adjustment Percentage indicates an index change greater than 2.0%**, the originally awarded Line Item Prices for each lot would be adjusted up or down by the **Net Adjustment Percentage**.

There will not be any price adjustments for total net percentage changes of two percent (2%) or less.

If warranted, a Purchasing Memorandum will then be issued by OGS Procurement Services to reflect the increase or decrease.

The product classes will be adjusted by the following benchmark values from the Producer Price Indices noted in the chart on the next page.

**Unless this provision is subsequently approved for use by legislation in the State of New Jersey, the original award prices will be effective for the duration of the contract and any extension thereof in the State of New Jersey.**

**Base Index Chart for Award 22343 Price Adjustment Formulas**

<b>Lot</b>	<b>Lot Description</b>	<b>Producer Price Index Title</b>	<b>PPI Series ID #</b>	<b>Percentage applied in adjustment formula</b>	<b>BASE PPI Value at time of IFB Publication</b>
<b>I &amp; II</b>	<b>Traffic Cones</b>	Plastics Material & Resins Manufacturing – Primary Products	PCU325211325211P	<b>65%</b>	<b>264.0</b>
		Laminated Plastics: Plate, Sheet & Shapes – Primary Products (Covering Reflective Materials)	PCU326130326130P	<b>15%</b>	<b>190.7</b>
		Rubber product mfg. for mechanical use: Molded rubber mechanical goods & transportation products (excluding automotive)	PCU3262913262912	<b>10%</b>	<b>122.7</b>
<b>III</b>	<b>Channelizer Drums</b>	Plastics Material & Resins Manufacturing – Primary Products	PCU325211325211P	<b>35%</b>	<b>264.0</b>
		Laminated Plastics: Plate, Sheet & Shapes – Primary Products (Covering Reflective Materials)	PCU326130326130P	<b>45%</b>	<b>190.7</b>
		Rubber product mfg. for mechanical use: (Title as described above for Lots I & II)	PCU3262913262912	<b>10%</b>	<b>122.7</b>
<b>V &amp; VI</b>	<b>Channelizer Tubes (Tubular Markers)</b>	Plastics Material & Resins Manufacturing – Primary Products	PCU325211325211P	<b>70%</b>	<b>264.0</b>
		Laminated Plastics: Plate, Sheet & Shapes – Primary Products (Covering Reflective Materials)	PCU326130326130P	<b>10%</b>	<b>190.7</b>
		Rubber product mfg. for mechanical use: (Title as described above for Lots I & II)	PCU3262913262912	<b>10%</b>	<b>122.7</b>
<b>VII &amp; VIII</b>	<b>Flexible Delineator Posts Snowplow Markers</b>	Plastics Material & Resins Manufacturing – Primary Products	PCU325211325211P	<b>60%</b>	<b>264.0</b>
		Laminated Plastics: Plate, Sheet & Shapes – Primary Products (Covering Reflective Materials)	PCU326130326130P	<b>5%</b>	<b>190.7</b>
		Transportation Equipment Hardware Manufacturing (excluding automotive)	PCU3325103325107	<b>25%</b>	<b>281.6</b>
<b>XI</b>	<b>Speed Bumps, Speed Humps &amp; Speed Tables</b>	Rubber product mfg. for mechanical use: (Title as described above for Lots I & II)	PCU3262913262912	<b>80%</b>	<b>122.7</b>
		Transportation Equipment Hardware Manufacturing (excluding automotive)	PCU3325103325107	<b>10%</b>	<b>281.6</b>
<b>All</b>	<b>Shipping</b>	General Freight Trucking -Long Distance LTL – Primary Services	PCU484122484122P	<b>10%</b>	<b>235.0</b>

(continued)

**Best Pricing Offer:**

Price decreases shall take effect automatically during the Contract Term and apply to orders submitted subsequent to the effective dates of applicable price decreases as follows:

1. Commercial Price List reductions: Where the States' Net Prices are based on a discount from the Contractor's list prices and the Contractor lowers its pricing to its customers or to similarly situated government customers during the contract term;
2. Special Offers/ Promotions- General: Where the contractor generally offers more advantageous special price promotions, or special discount pricing to customers during the contract term, and the maximum price or discount associated with such offer or promotion is better than the discount or price otherwise available under this contract, such better price or discount shall apply for similar quantity transaction for the life of the general offer or promotion.
3. Special Offers/ Promotions-Specific: Contractor may offer an Authorized User competitive pricing which is lower than the Net States' Price set forth herein at any time during the contract period and such lower pricing shall not be applied as a global price reduction under the contract pursuant to the foregoing paragraph.

**DELIVERY:**

**General** - Delivery time is expressed by the average (or usual) number of calendar days normally required to ship and complete the product delivery after receipt of a purchase order (ARO). Product will be required as soon as possible and delivery may be considered by an agency issuing a purchase order (Note that the 30 day delivery provision of Appendix B, - PRODUCT DELIVERY is modified by this part of "DELIVERY").

**Purchase Order Instructions** - Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, OGS Procurement Services. (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.

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

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

**Delivery Condition** - Contractor shall make no shipment that exposes the product at any time during transit to conditions detrimental to the product. Product must be delivered strictly in accordance with specifications and shall be "Ready for Use." In the event that an item is delivered with a deviation or deficiency, the contractor shall correct such deficiencies within four (4) business days of written notification of said deficiency or deviation. Otherwise the State has the option of making the corrections independently at the contractor's expense and also imposing the Liquidated Damages clause as found on page 13 of this document.

**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.

(continued)

PURCHASE ORDERS AND INVOICING:

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

**Purchase Orders** – Should include any delivery requirements or additional information a contractor may need in to properly process and deliver the product. **Example:** NYS agencies and/or political subdivisions that cannot accommodate a truck/trailer with a height of 13'-6", must specify on their purchase order - "**Maximum truck/trailer height for delivery to this location is \_\_\_\_\_.**" ←(insert height in this space).

**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.

CONTRACT PERIOD AND RENEWALS:

**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 the termination date appearing on this Contract Award Notification has been adjusted forward unilaterally by the State for these resulting contracts by two calendar per the terms of the Invitation for Bids.

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

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

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

**Contract Cancellation** - If a contract is cancelled, the State reserves the right to make award on another compliant bid for the original bid letting but is not obligated to do so. The State is also not obligated to hold another bid letting.

CONTRACT USERS NOTE:

The use of proprietary devices *specified by a highway agency* for use on Federal-aid projects must meet one of the following criteria:

- (a.) It must be supplied through competitive bidding with equally suitable unpatented items;
- (b.) the highway agency must certify that it is essential for synchronization with existing facilities or that no equally suitable alternative exists; or
- (c.) it must be used for research or for a distinctive type of construction on relatively short sections of road for experimental purposes.

The regulations concerning proprietary products are contained in Title 23, Code of Federal Regulations, section 635.411 and are available upon request from the Contract Management Specialist for this procurement.

(continued)

**EXTENSION OF USE:**

This award is a cooperative purchasing initiative by the aforementioned participating entities. However, invitations were extended to all states in the northeastern quarter of the United States, as well as the District of Columbia, to join in this procurement. Any contract resulting from this bid solicitation may be extended to these or other States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor(s). Contractors will be required to adhere to the terms and conditions of this contract, including the "Terms and Conditions—Precedence" clause and contract Scope, as found on page 3 for any new entity added as a contract participant.

Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if the State normally allows participation by such entities. Any other participation would be by acceptance of an individual petition to piggyback made directly to the State of NY through the lead contract administrator. A decision on any such petition by the New York State Office of General Services' shall be deemed to be final.

New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. States wishing to join the contract will be required to provide estimates of use to the lead contract administrator for the purposes of negotiating additional volume discounts or lower base unit pricing. Contractors will be required to promptly address any such request.

**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 Appendix B, §26, Participation in Centralized Contracts. 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. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services; Customer Services at (518) 474-6717.

**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 their original contract.

**RESERVATION:**

The State reserves the right to negotiate lower pricing or to advertise for bids in the event of any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for contract product(s) totaling more than \$100,000.00.

**EMERGENCY PURCHASING:**

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

(continued)

**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:

- One-hundred dollars (\$100.00) dollars per business day commencing from the time delivery was due under the contract, less the grace period herein defined, to compensate for purchasing entity's costs and other losses, detriments and inconveniences, attributable to contractor's delay in delivery. 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 is of the essence in regard to the delivery of these products to the purchasing entity point(s) of delivery.

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

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

**OFFICE OF GENERAL SERVICES, SAMPLING AND TESTING:**

The New York State Office of General Services, Procurement Services or the New York State Department of Transportation may monitor the contractor's deliveries to State Agencies by random selection of field samples for testing by an independent laboratory

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:**

Contractors are encouraged to maintain an up-to-date Questionnaire during the life of the contract and are also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

**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 promptly notify the OGS Procurement Services Contract Management Specialist. The notification should include the date of loss of availability and the current inventory level for the product. The contractor shall provide OGS Procurement Services, 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.

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.

**GOVERNMENT MANDATED PROGRAM ADJUSTMENT:**

An adjustment in product and/or price may be permitted if a government mandated program, such as a new Federal Highway Administration Specification Standards, or MUTCD regulations take effect and suitable documentation is furnished to the State. The State will determine if the requested change is verifiable and is reasonable. Replacement product would be subject to NYS Department of Transportation testing and approval by the Department of Transportation, The Office of General Services and the Office of the State Comptroller. A price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in a Producer Price Index or Industrial Standard Indices.

**RECALLS:**

The contractor must immediately notify OGS Procurement Services of any recalls pertaining to product on contract.

(continued)

**PERFORMANCE REQUIREMENTS:**

**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 (5) 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.

**Report of Contract Purchases** - Contractor shall furnish a report containing both State Agency and authorized non-state agency contract purchases by the fifteenth (15) of the month following the end of each six (6)-month period. The report shall be provided in the following format:

**Subcontractor sales are not permitted under this award.**

<u>Item Number</u>	<u>Sold to:</u>	<u>Location:</u>	<u>Total Quantity Shipped</u>	<u>Unit Price</u>	<u>Total Sales \$</u>
					\$
			<u>Grand Total Sales</u>		\$

The report is to be submitted electronically in Microsoft Excel 2013 or lower version to OGS Procurement Services, 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 Award Number, Contract Number, sales period, and contractor's name.

**Additionally**, contractors are to supply a complete report of contract sales covering sales to **all jurisdictions** participating in this award, broken down by State to the Contract Management Specialist and to the listed administrators from the States participating. The outlined sales report is the minimum information required. Additional related sales information such as monthly reports and/or detailed user purchases may be required and must be supplied upon request.

**NOTE: The New York State Statewide Financial System Reporting program is scheduled to come on-line in April of 2012. Upon the activation of the system's contract sales report function, contractors will be required to enter their New York State contract sales activities directly into the SFS portal. This will replace the NYS reporting requirement. However, the multistate reporting requirements will still be in effect.**

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the Products included in the Solicitation and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). 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 Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

<http://www.ogs.ny.gov/BU/PC/SPC.asp>

**STATE of MAINE - Addendum**

**SPECIAL TERMS & CONDITIONS:**

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

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

**ENABLING CLAUSE:**

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

**CREDIT CARD ACCEPTANCE:**

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

\* \* \* \* \*

**STATE of MICHIGAN - Addendum**

**SPECIAL TERMS & CONDITIONS:**

Estimated annual quantity for the State's own usage is 2,000 cones to be delivered to the DOT Warehouse Services in Lansing, Michigan.

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

**ENABLING CLAUSE:**

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

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

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

**SHIPMENT & DELIVERIES:**

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

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

The vendor will notify Mr. Mike Fiero at the State of Michigan Department of Transportation, Warehouse Services, Secondary Complex located at 7575 Crowner Drive, Lansing, MI 48909, Telephone: (517) 243-3905, a minimum of 48 hours prior to delivery of any shipment.

**SAMPLES:**

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

\* \* \* \* \*

(continued)

COMMONWEALTH of MASSACHUSETTS - Addendum

Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are governed by the Laws of the Commonwealth of Massachusetts.

The Commonwealth's contract Terms and Conditions are available at:  
[www.mass.gov/osc](http://www.mass.gov/osc) under "Guidance For Vendors - Forms" or [www.mass.gov/osd](http://www.mass.gov/osd) under "OSD Forms".

SPECIAL TERMS & CONDITIONS:

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

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

Awarded Contractors must sign the Commonwealth of MA's standard forms (including, but not limited to the Standard Contract, Terms & Conditions, W-9, Contractor Authorized Signatory Form, the Supplier Diversity Plan and, if applicable, an Environmentally Preferable Products Plan forms as supplied in the original bid in Appendix 5) prior to conducting business with the Commonwealth of MA entities under this contract.

SUPPLIER DIVERSITY:

**In addition to the terms of the NYS Appendix A clauses 5 & 12**, Contractors will exhibit their support of the Commonwealth's Supplier Diversity Program by committing to purchase supplies and/or services from certified minority or women-owned businesses. A directory of certified businesses is available at

<https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>

If vendors have any questions about this requirement, they may contact the Supplier Diversity Plan help line at (617) 720-3359 or by email at [sdp@state.ma.us](mailto:sdp@state.ma.us). Guidance documents and additional information can be found at [www.mass.gov/sdp](http://www.mass.gov/sdp).

DELIVERY:

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

SAMPLES:

Bidder shall provide samples for review upon request to the Massachusetts Department of Transportation within 10 days of receiving a request. The request will designate item(s), quantity needed for testing purposes and shipping information.

\* \* \* \* \*

STATE of NEW JERSEY - Addendum

SPECIAL TERMS & CONDITIONS:

Estimated annual quantity for State's own usage is 10,000 cones, palletized.

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

PRICE:

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

CONE MARKING (FOR NJ-DOT ORDERS):

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

SHIPMENT & DELIVERIES:

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

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

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

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

SAMPLES:

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

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

NOTE:

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

APPENDIX 6:

Contractors shall review Appendix 6 beginning on Page 131 of the Invitation for Bids, which contains the State's Standard Terms and Conditions and the States Participating Addendum.

Successful Bidders shall be required to sign, date and return these documents in the appropriate highlighted areas upon request to the State of New Jersey.

\* \* \* \* \*

COMMONWEALTH of PENNSYLVANIA - Addendum

PENNSYLVANIA CONTRACT TERMS AND CONDITIONS/ORDER OF PRECEDENCE:

The Standard Contract Terms and Conditions for the Commonwealth of Pennsylvania, Department of General Services Statewide Contracts for Supplies - SAP, GSPUR-12E, (Rev 12/17/07) can be found at:  
[http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR12E\\_SAP.doc](http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR12E_SAP.doc)

MODIFICATIONS TO STANDARD TERMS AND CONDITIONS:

Updated versions of the Nondiscrimination/Sexual Harassment Clauses (Paragraph 24), Contractor Integrity Provisions (Paragraph 25), and Contractor Responsibility Provisions (Paragraph 26) can be found at the locations indicated below. The updated clauses found at these links and in Appendix 7 supersede the versions of these clauses found in the Standard Contract Terms and Conditions for Department of General Services Statewide Contracts for Supplies incorporated by reference above.

Nondiscrimination/Sexual Harassment Clause (Contracts) (8/19/2010), which can be found at  
[http://www.dgsweb.state.pa.us/comod/CurrentForms/Nondiscrimination\\_Contracts.doc](http://www.dgsweb.state.pa.us/comod/CurrentForms/Nondiscrimination_Contracts.doc)

Contractor Integrity Provisions (7/30/2010), which can be found at  
<http://www.dgsweb.state.pa.us/comod/CurrentForms/ContractorIntegrityProvisions.doc>

Contractor Responsibility Provisions (7/30/2010), which can be found at  
<http://www.dgsweb.state.pa.us/comod/CurrentForms/ContractorResponsibilityProvisions.doc>

RECIPROCAL LIMITATIONS ACT:

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart which is contained in Reciprocal Limitations Act Requirements (GSPUR-89), found at <http://www.dgsweb.state.pa.us/comod/CurrentForms/GSPUR89.doc>. The completed State of Manufacture Chart should be submitted in the same sealed envelope with the bid response. If the State of Manufacture Chart is not submitted with the bid response, the Bidder shall have three (3) days from the date of notification by the Department to submit the form or their bid may be deemed to be non-responsive.

COSTARS PROGRAM:

This clause defines the requirements, terms and conditions for participation in this contract by political subdivisions, colleges, school administrative districts, or any other local public procurement unit & state-affiliated entities as defined therein and vendors receiving awards from this Invitation for Bids.

Bidders shall determine whether to opt in and participate in the COSTARS PROGRAM subsequent to receiving a contract award. Bidders shall complete the response form found at the end of the clause and include it with your bid.

Bidders who opt to participate in the COSTARS Program, who may qualify under the Commonwealths Small Business Provisions referred to in the clause shall also complete and return the Small Business Certification form as found in Appendix 7 following the complete COSTARS PROGRAM CLAUSE.

RECYCLED CONTENT EXCEPTION:

Per Exhibit A-8 of the Standard Contract Terms and Conditions for the Commonwealth of Pennsylvania, Department of General Services Statewide Contracts for Supplies - SAP, GSPUR-12E, (Rev 12/17/07) (see Appendix 7, page 155 of the original IFB) the required recycled content for Traffic Cones and Traffic Control Devices is above the minimum requirements set forth by the State of NY in the Detailed Specifications of this bid.

Contractor have submitted a NYS MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT (whose results are found on page 38 herein), however Contractors may be asked to provide additional information to the Commonwealth in regards to their product composition.

**Contractors shall be required to submit the Commonwealths' Manufacturer/Mill Certification (as found herein on page 40) with all invoices submitted for payment processing to the Commonwealth as a result of contract sales.**

(continued)

---

COMMONWEALTH of PENNSYLVANIA - Addendum (Cont'd)

**RIGHT TO KNOW LAW**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.
- b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor in SRM [*or* “the legal contact information provided in this Contract”] if the agency needs the Contractor’s assistance in any matter arising out of the Right to Know Law. The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- c. Upon notification to the Contractor that the Commonwealth has received a request for records under the RTKL, the Contractor shall fully assist the Commonwealth in responding to the request. Such assistance shall include providing the Commonwealth within three (3) days, access to, and copies of, any document or information arising out of the Contract in the Contractor’s possession that the Commonwealth deems a Public Record (“Requested Information”) and providing such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the Contractor must immediately notify the Commonwealth that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If the Contractor fails to provide the Requested Information to the Commonwealth within the period specified in this provision, the failure shall be considered an event of default and the Contractor shall pay, indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure. If the Office of Open Records or the Pennsylvania Courts determines that a record in the possession of the Contractor is a public record, liquidated damages of \$500 per day will be assessed for each calendar day beyond the date the Contractor was required to provide the record.
- d. The Commonwealth’s determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth’s decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days. If, upon review of the Contractor’s written statement, the Commonwealth still decides to provide the Requested Information, Contractor will
- e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL. Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**ESTIMATED QUANTITY:**

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

---

STATE of VERMONT - Addendum

**APPLICABLE LAW:**

This contract will be governed by the laws of the State of Vermont.  
The States standard terms, conditions and requirements were included in the IFB in Appendix 8 beginning on page 157.

**SPECIAL TERMS & CONDITIONS:**

Estimated annual quantity for State's own usage is 3,000 Cones and 100 Channelizer Drums to be delivered to any point in the State of Vermont.  
If they so choose, political subdivisions of the State of Vermont may participate in the resulting award by submitting their own orders.

**ENABLING CLAUSE:**

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

**STATEMENT of RIGHTS:**

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

**INDEPENDENCE AND LIABILITY:**

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

**TAX CERTIFICATION:**

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

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

**INVOICE TERMS:**

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

\* \* \* \* \*

---

**STATE of RHODE ISLAND - Addendum**

**ENABLING CLAUSE:**

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

**SPECIAL TERMS AND CONDITIONS:**

The estimated annual quantity for the State of Rhode Island's Department of Transportation is 1000 cones, 500 delineators and 500 barrels to be delivered to the Rhode Island Department of Transportation, Maintenance Division, 360 Lincoln Ave., Warwick, RI 02888 with the "RIDOT" stenciled letters as stated on purchase orders. Prior to doing business with the State of Rhode Island Division of Purchases, vendors will be required to complete a 3 page RIVIP Bidder Certification Cover Form.

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

**DELIVERY:**

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

\* \* \* \* \*

**STATE of WISCONSIN - Addendum**

**SPECIAL TERMS & CONDITIONS:**

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

\* \* \* \* \*

(continued)

**DIRECTORY OF PARTICIPATING STATES & CONTACTS**

<p><b><u>State of New York (LEAD STATE)</u></b></p> <p><b>Adam J. Groesbeck</b>  Contract Management Specialist I  OGS Procurement Services  38<sup>th</sup> Floor - Erastus Corning 2nd Tower -  Empire State Plaza  Albany, New York 12242  Phone: <b>(518)485-1621</b>  Fax: (518)474-8676  <b>E-Mail:</b>  <a href="mailto:Adam.Groesbeck@ogs.ny.gov">Adam.Groesbeck@ogs.ny.gov</a></p>	<p><b><u>State of Maine</u></b></p> <p><b>Donny Crockett</b>  Contract/Grant Specialist  Division of Purchase  #9 State House Station,  9 State House Station,  Augusta, Maine 04333-0009  Phone: (207) 624-7336  Fax: (207) 287-6578  <b>E-Mail:</b>  <a href="mailto:Donny.Crockett@maine.gov">Donny.Crockett@maine.gov</a></p>	<p><b><u>Commonwealth of Massachusetts</u></b></p> <p><b>Max Feldpaush</b>  Strategic Sourcing Services Lead  Operational Services Division  One Ashburton Place  Room 1017  Boston, MA 02108  Phone: (617)-720-3105  Fax: (617)-727-4527  <b>E-Mail:</b>  <a href="mailto:Kathy.Reilly@state.ma.us">Kathy.Reilly@state.ma.us</a></p>
<p><b><u>State of Michigan</u></b></p> <p><b>Mike Fiero</b>  <b>Warehouse Supervisor</b>  State of Michigan  Department of Transportation  7575 Crowner Drive  Lansing, Michigan 48913  Phone: (517) 243-3905  <b>E-Mail:</b>  <a href="mailto:FieroMub@@michigan.gov">FieroMub@@michigan.gov</a></p>	<p><b><u>State of New Jersey</u></b></p> <p><b>George Jones</b>  Department of the Treasury  Division of Purchase &amp; Property  Highway and Inst. Unit  33 West State Street  Trenton, NJ 08625  Phone: (609) 943--4660  Fax: (609) 292-1114  <b>E-Mail:</b>  <a href="mailto:George.Jones@treas.state.nj.us">George.Jones@treas.state.nj.us</a></p>	<p><b><u>Commonwealth of Pennsylvania</u></b></p> <p><b>Jean Halbleib</b>  <b>Commodity Specialist</b>  Commonwealth of Pennsylvania  Department of General Services  Bureau of Procurement  555 Walnut Street, 6<sup>th</sup> Floor  Harrisburg, PA 17101-1914  Phone: (717) 346-8188  Fax: (717) 346-3820  <b>E-Mail:</b> <a href="mailto:Jhalbleib@state.pa.us">Jhalbleib@state.pa.us</a></p>
<p><b><u>State of Rhode Island</u></b></p> <p><b>Lisa Hill</b>  <b>Buyer</b>  State of Rhode Island  Department of Administration  Division of Purchases  One Capitol Hill  Providence, RI 02908-5855  Phone: (401)-574-8118  Fax: (401)-574-6387  <b>Email:</b>  <a href="mailto:Lisa.Hill@purchasing.ri.gov">Lisa.Hill@purchasing.ri.gov</a></p>	<p><b><u>State of Vermont</u></b></p> <p><b>Brian Berini</b>  <b>Senior Purchasing Agent</b>  Office of Purchasing &amp; Contracting  Department of Buildings &amp; General  Services  1078 US Route 2-Middlesex  Montpelier Vermont 05633-7601  Phone (802) 828-2211  Fax (802) 828-2222  <b>E-Mail:</b>  <a href="mailto:Brian.Berini@vermont.gov">Brian.Berini@vermont.gov</a></p>	<p><b><u>State of Wisconsin</u></b></p> <p><b>Barth Becker</b>  <b>Procurement Specialist</b>  DOA-Bureau of Procurement  101 E. Wilson St  6th Floor  P.O. Box 7867  Madison, WI 53707-7867  Phone: (608) 266-0187  Fax: (608) 267-0600  <b>E-Mail:</b>  <a href="mailto:David.Teske@wisconsin.gov">David.Teske@wisconsin.gov</a></p>

CONTRACT DIRECTORY

CONTRACT AWARDEES (by LOT):

LOT I –TRAFFIC CONES – One-Piece Design, Standard & Tall: ITEMS #1 to 29  
 BACKDROP CONTRACT AWARD to **WORK AREA PROTECTION, Inc.**

Work Area Protection Corporation’s Contract Number for this lot is PC65733

Contractor Contact Information:

<b>Contract #:</b> <u>PC65733</u>	Contract Administrator, Emergency Contact, Technical Information	Expeditor
<b>Company</b>	<b>Work Area Protection Corporation</b>	
<b>Name</b>	Joe Ford	Barbara Ray
<b>Title</b>	Vice President - Sales	Customer Service
<b>Reg. Phone</b>	(630) 377-9100	(630) 377-9100
<b>Toll Free Phone</b>	(800) 327-4417	(800) 327-4417
<b>Cellular Phone</b>	(856) 207-4558	-
<b>E-mail</b>	<a href="mailto:jford@sciproductsinc.com">jford@sciproductsinc.com</a>	<a href="mailto:workarea@workareaprotection.com">workarea@workareaprotection.com</a>
<b>Fax</b>	(630) 377-9270	(630) 377-9270
<b>Hours Of Operations</b>	8AM - 5 PM CST - Monday through Friday	

LOT II –TRAFFIC CONES – Two-Piece Design, Extra Tall: ITEMS #30 to 50

AWARD to: **TRAFFIX DEVICES, INC.**

Traffix Devices Inc.’s Contract Number for this lot is PC65732

Traffix Devices offers a volume discount of an additional 2% off of orders exceeding \$5000.00from this lot.

Contractor Contact Information:

<b>Contract #:</b> <u>PC65732</u>	Contract Administrator, Expeditor	Emergency Contact, Technical Information
<b>Company</b>	<b>Traffix Devices, Inc</b>	
<b>Name</b>	Julie Edwards	John Risley
<b>Title</b>	Contract Specialist	North East Regional Sales Manager
<b>Reg. Phone</b>	(949) 361-5663	(601) 337-9556
<b>Toll Free Phone</b>	(888) 930-5663	n/a
<b>Cellular Phone</b>		
<b>E-mail</b>	<a href="mailto:jedwards@traffixdevices.com">jedwards@traffixdevices.com</a>	<a href="mailto:jrisley@traffixdevices.com">jrisley@traffixdevices.com</a>
<b>Fax</b>	(949) 361-9205	n/a
<b>Pager</b>	n/a	(910) 573-9239
<b>Hours Of Operations</b>	6:30am - 3:30pm PST - M-F	7:30am - 4:30pm EST - M-F

\* \* \* \* \*

(continued)

**LOT III –CHANNELIZER DRUMS: ITEMS #51 to 65**  
 AWARD to: **WORK AREA PROTECTION, INC.**

The Contract Number for this lot is: **PC65733**

For additional Contractor Contact Information see page 23 under Lot I.

**LOT IV Channelizer Tubes NO AWARD - LOT removed prior to bid opening**

\* \* \* \* \*

**LOT V – FREESTANDING TUBULAR MARKERS: ITEMS #77 - 83:**

AWARD to: **TRAFFIX DEVICES, INC.**

Traffix Devices Inc.'s Contract Number for this lot is: **PC65732**

Traffix Devices offers a volume discount of an additional 2% off of orders exceeding \$5000.00 from this lot.  
 For additional Contractor Contact Information see above under Lot II.

\* \* \* \* \*

**LOT VI – PAVEMENT FASTENED TUBULAR MARKERS: ITEMS #84 - 105**

AWARD to: **PEXCO, LLC**

The Contract Number for this lot is **PC65729**

[For contracted items from **PEXCO LLC** in Lot VII use contract number **CMC0003**]

**Contractor Contact Information:**

Contract #: <b>PC65729</b>	Contract Administrator, Emergency Contact,	Expeditor	Technical Information
<b>Company</b>	<b>Pexco, LLC</b>		
<b>Name</b>	Peter Speer	Erika Whitney	Craig Schulz
<b>Title</b>	Vice President - Sales	Customer Service	Sales Engineer
<b>Reg. Phone</b>	(253) 284-8000	(253) 284-8000	(253) 284-8000
<b>Toll Free Phone</b>	(877) 335-4638	(877) 335-4638	(877) 335-4638
<b>Cellular Phone</b>	(206) 605-4008	-	(253) 886-7171
<b>E-mail</b>	<a href="mailto:peter.speer@pexco.com">peter.speer@pexco.com</a>	<a href="mailto:erika.whitney@pexco.com">erika.whitney@pexco.com</a>	<a href="mailto:craig.schulz@pexco.com">craig.schulz@pexco.com</a>
<b>Fax</b>	(253) 284-8080	(253) 284-8080	-
<b>Hours Of Operations</b>	8:00 A. M. to 5:00 P. M. PST - Monday through Friday		

\* \* \* \* \*

**LOT VII - FLEXIBLE DELINEATOR POSTS : ITEMS #106 - 110 :**  
 BACKDROP CONTRACT AWARDS to **PEXCO, LLC**

Contract users should note the MULTIPLE AWARDS & MINIBID PROCEDURE and instructions as found on page 6 herein.

Pexco LLC's Contract Number for this lot is **PC65728**

**Contractor Contact Information:**

For additional Contractor Contact Information for **PEXCO, LLC** see above under Lot VI.

\* \* \* \* \*

**LOT VIII – SNOWPLOWING MARKERS: ITEMS #111 – 116**

AWARD to: **PEXCO, LLC**

The Contract Number for this lot is **PC65729**

[For contracted items from PEXCO LLC in Lot VII only, use contract number **CMC0003**]

Peexo LLC offers a volume discount of 33% for LOT VIII orders of 200 units or more,  
 For additional Contractor Contact Information see page 25 under Lot VI.

\* \* \* \* \*

**LOT IX –TEMPORARY RUMBLE STRIPS: ITEMS #117 – 119 - NO AWARD – NO BIDS RECEIVED**

\* \* \* \* \*

**LOT X –TEMPORARY REUSABLE PAVEMENT JOINTS: ITEMS #120 - 122 - NO AWARD – NO BIDS RECEIVED**

\* \* \* \* \*

**LOT XI – SPEED BUMPS, SPEED HUMPS & SPEED TABLES: ITEMS #123 – 140**

AWARD TO: **TRAFFIC LOGIX CORPORATION**

Traffic Logix Corporation’s Contract Number for this lot is **PC65731**

**Contractor Contact Information:**

<b>Contract #:</b> <u><b>PC65731</b></u>	Contract Administrator, Emergency Contact, Expeditor & Technical Information
<b>Company</b>	<b>Traffic Logix Corporation</b>
<b>Name</b>	Ben Cohen
<b>Title</b>	Secretary/Treasurer
<b>Reg. Phone</b>	(917) 685-2814
<b>Toll Free Phone</b>	(866) 915-6449
<b>Cellular Phone</b>	(917) 685-2814
<b>E-mail</b>	<a href="mailto:b.cohen@trafficlogix.com">b.cohen@trafficlogix.com</a>
<b>Fax</b>	(866) 995-6449
<b>Hours Of Operations</b>	8:30am -5pm EST - Sun-Fri.

(continued)

**LINE ITEM AWARD:**

<b>LOT I – TRAFFIC CONES – One-Piece Design, Standard &amp; Tall: ITEMS #1 - 29 BACKDROP CONTRACT AWARD</b>						
CONTRACT USERS NOTE THE MINI-BID INSTRUCTIONS as found on page 6 herein.						
				<b><u>Work Area Protection Corporation</u></b>		
				<b><u>PC65733</u></b>		
<u>Item #</u>		<u>Description</u>			<u>Unit Price</u>	<u>Item Order Number</u>
1.		Standard Traffic Cone, non-reflective orange; #3, 18" high and 11" to 12" square base, wide-body style <u>Order Quantity</u>				18PVCS
	a.	20 - 199			\$5.97	
	b.	200 - 399			\$5.09	
	c.	400 - 999			\$4.48	
	d.	1,000 & over			\$4.39	
2.		Same as Item 1, except with a 6" reflective sheeting band. <u>Order Quantity</u>				18PVCS6CC
	a.	20 - 199			\$7.05	
	b.	200 - 399			\$6.17	
	c.	400 - 999			\$5.76	
	d.	1,000 & over			\$5.68	
3.		Standard Traffic Cone, non-reflective orange;; #7, 28" high, 11" to 14" square base, slim line style. <u>Order Quantity</u>				28PVCTLS
	a.	20 - 199			\$9.30	
	b.	200 - 399			\$8.93	
	c.	400 - 999			\$8.03	
	d.	1,000 & over			\$7.72	
4.		Same as Item 3, except with 6" and 4" reflective sheeting bands. <u>Order Quantity</u>				28PVCTLS6CC4CC
	a.	20 - 199			\$11.53	
	b.	200 - 399			\$11.16	
	c.	400 - 999			\$11.02	
	d.	1,000 & over			\$10.13	
5.		Standard Traffic Cone, non-reflective orange;; #10, 28" high, 14 to 15" square base, slim line style. <u>Order Quantity</u>				28PVCTLH
	a.	20 - 199			\$11.63	
	b.	200 - 399			\$10.59	
	c.	400 - 999			\$10.27	
	d.	1,000 & over			\$9.39	

(continued)

<b>LOT I – TRAFFIC CONES – One-Piece Design, Standard &amp; Tall: ITEMS #1 - 29 BACKDROP CONTRACT AWARD</b>					
<b>CONTRACT USERS NOTE THE MINI-BID INSTRUCTIONS as found on page 6 herein. (Cont'd)</b>					
		<b><u>Work Area Protection Corporation</u></b>			
		<b><u>PC65733</u></b>			
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>	<u>Unit Price</u>	<u>Item Order Number</u>
6.	Same as Item 5, except with 6" and 4" reflective sheeting bands. <u>Order Quantity</u>				28PVCTLH6CC4CC
a.	20 - 199			\$13.42	
b.	200 - 399			\$12.39	
c.	400 - 999			\$12.06	
d.	1,000 & over			\$11.96	
7.	Standard Traffic Cone, non-reflective orange;; #10, 28" high, 15" to 16" square base, "wide body" style. <u>Order Quantity</u>				28PVCH
a.	20 - 199			\$11.20	
b.	200 - 399			\$10.60	
c.	400 - 999			\$10.47	
d.	1,000 & over			\$10.19	
8.	Same as Item 7, except with 6" and 4" reflective sheeting bands. <u>Order Quantity</u>				28PVCH6CC4CC
a.	20 - 199			\$14.60	
b.	200 - 399			\$12.82	
c.	400 - 999			\$12.77	
d.	1,000 & over			\$12.74	
9.	Tall Traffic Cone, non-reflective orange; #10., 36" high and 15" to 16" square base. <u>Order Quantity</u>				36PVCS
a.	20 - 199			\$12.16	
b.	200 - 399			\$11.51	
c.	400 - 999			\$10.66	
d.	1,000 & over			\$10.38	
10.	Same as Item 9, except with 6" and 4" reflective sheeting bands. <u>Order Quantity</u>				36PVCS6CC4CC
a.	20 - 199			\$14.10	
b.	200 - 399			\$13.50	
c.	400 - 999			\$12.60	
d.	1,000 & over			\$12.37	

(continued)

**LOT I – TRAFFIC CONES ITEMS #1 - 29 BACKDROP CONTRACT AWARD**

**CONTRACT USERS NOTE THE MINI-BID INSTRUCTIONS as found on page 6 herein. (Continued)**

		<b><u>Work Area Protection Corporation</u></b>		
		<b><u>PC65733</u></b>		
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>	
11.	Standard Traffic Cone, non-reflective yellow-green; #7, 28" high, 15-1/4" square base, and "wide body" style. <u>Order Quantity</u>			28PVCS(G)
a.	20 - 199	\$12.60		
b.	200 & above	\$12.50		
12.	Same as Item 11, except with 6" and 4" reflective sheeting bands. <u>Order Quantity</u>			28PVCS6CC4CC(G)
a.	20 - 199	\$14.81		
b.	200 & above	\$14.66		
13.	Tall Traffic Cone, non-reflective yellow-green; #10, 36" high, 15-1/4" square base, and "wide body" style. <u>Order Quantity</u>			36PVCS(G)
a.	20 - 199	\$17.90		
b.	200 & above	\$17.80		
14.	Same as Item 13, except with 6" and 4" reflective sheeting bands. <u>Order Quantity</u>			36PVCS6CC4CC(G)
a.	20 - 199	\$19.94		
b.	200 & above	\$19.89		
<b><u>USER NOTE:</u></b> Regarding Items #15a and 15b, no separate set-up charge(s) are allowed.				
15a.	Stenciled Markings - 1" Block Letters : (Average : 8 Letters/Cone)Price per/Letter		\$0.02	STENCIL
15b.	Stenciled Markings - 2" Block Letters Price/Letter: (Average : 8 Letters/Cone)		\$0.02	STENCIL

(continued)

**LOT I – TRAFFIC CONES – ITEMS #1 - 29 BACKDROP CONTRACT AWARD**

**CONTRACT USERS NOTE THE MINI-BID INSTRUCTIONS as on page 6 herein. (Continued)**

		<b><u>Work Area Protection Corp. – PC65733</u></b>		
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>	
16.	4" replacement reflective cone collars for Slim-line cones			\$1.01 2067
17.	6" replacement reflective cone collars for Slim-line cones			\$0.93 2066
18.	4" replacement reflective cone collars for Wide Body cones			\$1.18 2058
19.	6" replacement reflective cone collars for Wide Body cones			\$1.18 2056
20.	Cone weight for Slim Line Cone			\$6.76 CW-2
21.	Cone weight for Wide Body Cone			\$6.61 CW-1
22.	Class 1 Warning Light			\$11.70 800 FSB
23.	Class 2 Warning Light			\$15.10 2006
24.	Class 3 Warning Light			\$22.20 2006 PLUS
25.	Class 4 Warning Light			\$20.98 2006D
26.	Class 5 Warning Light			\$29.80 2006D-SOLAR
27.	18x18" Fluorescent Red-Orange Nylon Flag			\$2.10 A-728
28.	Flag Adapter			\$4.48 S190306-00
29.	Insertable or Snap-on Reversible Directional Arrow & Stock Sign Panels			\$12.50 RN100-R
<b>Estimated Delivery</b>			<u>30 Days ARO</u>	<u>10-15 Days ARO</u>

**LOT II – TRAFFIC CONES – Two Piece Design, Extra Tall: ITEMS #30 - 50**

		<b><u>TRAFFIX DEVICES INC. – PC65732</u></b>	
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>
30.	Extra Tall Traffic Cone, non-reflective orange; 42" high and 10 lb. base. Slim line style w/handle knob top <u>Order Quantity</u>		46000-CRU-10
a.	20 - 199	\$15.93	
b.	200 and over	\$15.20	
31.	Same as Item 30, except with a 6" & 4" white reflective sheeting band. <u>Order Quantity</u>		46164-CRU-10
a.	20 - 199	\$19.35	
b.	200 and over	\$18.75	
32.	Same as Item 30, except with 4 - 4" reflective sheeting bands – 2 white, 2 fluorescent orange <u>Order Quantity</u>		46244-CRU-10
a.	20 - 199	\$18.60	
b.	200 and over	\$17.80	

(continued)

<b>LOT II – TRAFFIC CONES –ITEMS #30 – 50 (Continued)</b>				
			<b><u>TRAFFIX DEVICES INC. - PC65732</u></b>	
<b>Item #</b>		<b>Description</b>	<b>Unit Price</b>	<b>Item Order Number</b>
33.		Same as Item 30, except with 4 - 6" reflective sheeting bands – 2 white, 2 fluorescent orange		46266-CRU-10
	a.	20 - 199	\$28.30	
	b.	200 and over	\$27.50	
34.		Extra Tall Traffic Cone, non-reflective orange; 42" high w/o base Slim line style w/handle knob top		46000-CRU-NB
	a.	20 - 199	\$9.60	
	b.	200 and over	\$9.00	
35.		Same as Item 30, except with a 6" & 4" white reflective sheeting band.		46164-CRU-NB
	a.	20 - 199	\$12.25	
	b.	200 and over	\$11.75	
36.		Same as Item 30, except with 4 - 4" reflective sheeting bands – 2 white, 2 fluorescent orange		46244-CRU-NB
	a.	20 - 199	\$11.85	
	b.	200 and over	\$11.20	
37.		Same as Item 30, except with 4 - 6" reflective sheeting bands – 2 white, 2 fluorescent orange		46266-CRU-NB
	a.	20 - 199	\$22.35	
	b.	200 and over	\$21.85	
<b><u>USER NOTE:</u></b> Regarding Items #38a and #38b, no separate set-up charge(s) are allowed.				
38 a.		Stenciled Markings - 1" Block Letters (Price per Letter:)	\$0.19	1" Stencil Letter
38 b.		Stenciled Markings - 2" Block Letters (Price per Letter:)	\$0.24	2" Stencil Letter
39.		4" replacement White reflective cone collars	\$1.85	4" White Collar
41.		4" replacement Orange reflective cone collars	\$1.85	4" Orange Collar
42.		6" replacement Orange-reflective cone collars for Wide Body cones	\$2.25	6" Orange Collar
43.		16 lb. Base	\$13.53	42016-CRU
44.		30 lb. Base	\$21.00	42030-CRU
45.		Class 1 Warning Light	\$14.50	EMPCO 6V
46.		Class 2 Warning Light	\$26.67	EMPCO 6V LED
47.		Class 3 Warning Light	\$29.45	EMPCO 6VLED Solar Assist
48.		Class 4 Warning Light	\$24.85	EMPCO D Cell LED
49.		Class 5 Warning Light	\$39.15	EMPCO D Cell LED Solar Assist
50.		Insertable or Snap-on Reversible Directional Arrow & Stock Sign Panels	\$12.45	Arrow Signs

Traffic Devices offers a volume discount of 2% off of orders exceeding \$5000.00

Estimated Delivery is 30 Days ARO

(continued)

**LOT III - CHANNELIZER DRUMS - ITEMS #51 - 65:**

		<b>Work Area Protection Corporation</b>	
		<b>PC65733</b>	
<b>Item #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Item Order Number</b>
<b>51.</b>	<b>Drum with no base – (Striping consists of 2 stripes each color stripe as indicated):</b>		
a.	w/4" Hi-Intensity Grade White & Hi Intensity Grade (non-fluorescent) Orange Striping	\$27.50	B500LC4-4Hi
b.	w/4" Hi-Intensity Grade White & Hi- Intensity Grade Fluorescent Orange Striping	\$27.25	B500LC4-4HiP
c.	w/4" Super Hi-Intensity Grade White & Super Hi-Intensity Grade Fluorescent Orange Striping	\$41.00	B500LC4-4DG
d.	w/6" Hi-Intensity Grade White & Hi Intensity Grade (non-fluorescent) Orange Striping	\$33.50	B500LC4-6Hi
e.	w/6" Hi-Intensity Grade White & Hi- Intensity Grade Fluorescent Orange Striping	\$32.95	B500LC4-6HiP
f.	w/6" Super Hi-Intensity Grade White & Super Hi-Intensity Grade Fluorescent Orange Striping	\$49.00	B500LC4-6DG
<b>52.</b>	<b>Drum with 25 lb. molded rubber base- – (Striping consists of 2 stripes each color stripe as indicated):</b>		
a.	w/4" Hi-Intensity Grade White & Hi Intensity Grade (non-fluorescent) Orange Striping	\$38.15	B400 4-4Hi RB25
b.	w/4" Hi-Intensity Grade White & Hi- Intensity Grade Fluorescent Orange Striping	\$37.75	B400 4-4HiP RB25
c.	w/4" Super Hi-Intensity Grade White & Super Hi-Intensity Grade Fluorescent Orange Striping	\$49.00	B400 4-4DG RB25
d.	w/6" Hi-Intensity Grade White & Orange Striping (2 stripes each)	\$46.20	B400 4-6Hi RB25
e.	w/6" Hi-Intensity Grade White & Hi- Intensity Grade Fluorescent Orange Striping	\$45.90	B400 4-6HiP RB25
f.	w/6" Super Hi-Intensity Grade White & Super Hi-Intensity Grade Fluorescent Orange Striping	\$59.40	B400 4-6DG RB25
<b>53.</b>	<b>Drum with 40-lb. molded rubber base - - (Striping consists of 2 stripes each color stripe as indicated)</b>		
a.	w/4" Hi-Intensity Grade White & Hi Intensity Grade (non-fluorescent) Orange Striping	\$44.90	B400 4-4Hi RB40
b.	w/4" Hi-Intensity Grade White & Hi- Intensity Grade Fluorescent Orange Striping	\$44.45	B400 4-4HiP RB40
c.	w/4" Super Hi-Intensity Grade White & Super Hi-Intensity Grade Fluorescent Orange Striping	\$55.08	B400 4-4DG RB40
d.	w/6" Hi-Intensity Grade White & Hi Intensity Grade (non-fluorescent) Orange Striping	\$51.00	B400 4-6Hi RB40
e.	w/6" Hi-Intensity Grade White & Hi- Intensity Grade Fluorescent Orange Striping	\$50.50	B400 4-6HiP RB40
f.	w/6" Super Hi-Intensity Grade White & Super Hi-Intensity Grade Fluorescent Orange Striping	\$65.50	B400 4-6DG RB40
<b>54.</b>	<b>Drum with plastic base (snaps on drum and sandbags sit in base as an internal ballast) _- (Striping consists of 2 stripes each color stripe as indicated)</b>		
a.	w/4" Hi-Intensity Grade White & Hi Intensity Grade (non-fluorescent) Orange Striping	\$30.25	B400 4-4Hi PB
b.	w/4" Hi-Intensity Grade White & Hi- Intensity Grade Fluorescent Orange Striping	\$29.95	B400 4-4HiP PB
c.	w/4" Super Hi-Intensity Grade White & Super Hi-Intensity Grade Fluorescent Orange Striping	\$44.60	B400 4-4DG PB
d.	w/6" Hi-Intensity Grade White & Hi Intensity Grade (non-fluorescent) Orange Striping	\$39.10	B400 4-6Hi PB
e.	w/6" Hi-Intensity Grade White & Hi- Intensity Grade Fluorescent Orange Striping	\$38.90	B400 4-6HiP PB
f.	w/6" Super Hi-Intensity Grade White & Super Hi-Intensity Grade Fluorescent Orange Striping	\$53.40	B400 4-6DG PB

(continued)

**LOT III - CHANNELIZERS DRUMS** (Cont'd):

		<b><u>Work Area Protection Corporation</u></b> <b><u>PC 65733</u></b>	
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>
55.	Tire Ballast Rings	\$2.95	TIRE RING
56.	Replacement 25 lb. Rubber Base	\$11.30	RB25
57.	Replacement 40 lb. Rubber Base	\$18.50	RB40
58.	Replacement 3 lb. Plastic Base (for Sand Bag Ballast)	\$4.75	PB
59.	Class 1 Warning Light	\$11.70	800FSB
60.	Class 2 Warning Light	\$15.10	2006
61.	Class 3 Warning Light	\$22.20	2006Plus
62.	Class 4 Warning Light	\$20.98	2006D
63.	Class 5 Warning Light	\$29.80	2006D-SOLAR
64.	ITEM DELETED PRIOR TO BID		
<b><u>USER NOTE:</u></b> Regarding Items #65a and 65b: no separate set-up charge(s) are allowed.			
65a.	Stenciled Markings - 1" Block Letters (Price per Letter):	\$0.05	STENCIL
65b.	Stenciled Markings - 2" Block Letters (Price per Letter):	\$0.05	STENCIL

Estimated delivery is 10 to 15 days ARO.

**LOT IV Channelizer Tubes NO AWARD - LOT removed prior to bid opening**

**LOT V – FREESTANDING TUBULAR MARKERS: ITEMS #77 - 83:**

		<b><u>TRAFFIX DEVICES INC. - PC65732</u></b>	
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>
77.	42" Tubular Marker with 12 lb. Base & 2- 3" wide stripes	\$17.15	46133-TRU12-HiP
78.	42" Tubular Marker with 12 lb. Base & 2- 4" wide stripes	\$17.45	46144-TRU12-HiP
79.	42" Tubular Marker with 18 lb. Base & 2- 3" wide stripes	\$20.35	46133-TRU18-HiP
80.	42" Tubular Marker with 18 lb. Base & 2- 4" wide stripes	\$20.65	46144-TRU18-HiP
81.	Replacement 12 lb. Base	\$10.40	42000-TB12
82.	Replacement 18 lb. Base	\$14.10	42000-TB18
83.	Insertable or Snap-on Reversible Directional Arrow & Stock Sign Panels	\$12.45	ARROW SIGNS

Traffix Devices offers a volume discount of 2% off of orders exceeding \$5000.00 for this lot

Estimated Delivery is 30 Days ARO

(continued)

**LOT VI – PAVEMENT FASTENED TUBULAR MARKERS: ITEMS #84 - 105**

		<b><u>Pexco LLC. – PC65729</u></b>	
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>
84.	36" high Marker – w/2 3" Reflective Stripes	\$9.96	FG336PE-1
85.	36" high Marker – w/3 3" Reflective Stripes	\$11.14	FG336PE-2
86.	36" high Marker – w/2 4" Reflective Stripes	\$10.64	FG336PE-3
87.	36" high Marker – w/3 4" Reflective Stripes	\$12.16	FG336PE-4
88.	Adhesive Mounting Base	\$4.03	FG300BlkBS
89.	Above-Grade Surface Mount Locking Base	\$4.03	FG300BlkBS
90.	Below Grade – Flush Mount Locking Base	\$11.92	FG300INVISI
91.	Adhesive Pads (sufficient to install 25 posts)	\$63.75	BUTYLPAD-1
92.	Adhesive Pads (sufficient to install 100 posts)	\$255.00	BUTYLPAD-2
93.	Epoxy Adhesive (sufficient to install 25 posts)	\$76.90	EPXYGLKIT-1
94.	Epoxy Adhesive (sufficient to install 100 posts)	\$307.60	EPXYGLKIT-2
95.	Locking Pins (package of 50)	\$11.99	8000PIN100
96.	Base Mount Anchor Bolts for Concrete (package of 25)	\$21.25	BOLT2.5"-1
97.	Base Mount Anchor Bolts for Asphalt (package of 25)	\$25.25	BOLT4"-1
98.	8" Open End Soil Anchor	\$12.64	GMANCH8-1
99.	14" Open End Soil Anchor	\$13.50	GMANCH14-1
100.	18" Open End Soil Anchor	\$14.07	GMANCH18-1
101.	24" Open End Soil Anchor	\$14.12	GMANCH24-1
102.	8" Closed End Soil Anchor	\$18.58	GMANCH8-2
103.	14" Closed End Soil Anchor	\$19.44	GMANCH14-2
104.	18" Closed End Soil Anchor	\$20.00	GMANCH18-2
105.	24" Closed End Soil Anchor	\$20.06	GMANCH24-2

Estimated Delivery is 21 Days ARO

**LOT VII - FLEXIBLE DELINEATOR POSTS : ITEMS #106 -**  
**110 BACKDROP CONTRACT AWARD**

**CONTRACT USERS NOTE THE MINI-BID INSTRUCTIONS**  
**as found on page 6 herein.**

		<b><u>Pexco LLC.</u></b> <b><u>CMC0003</u></b>	
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number**</u>
106.	48" Post Length	\$	FG54812SA
107.	60" Post Length	\$	FG56012SA
108.	66" Post Length	\$	FG56612SA
109.	72" Post Length	\$	FG57212SA
110.	78" Post Length	\$	FG57812SA

Estimated Delivery is 30-45 Days ARO

Estimated Delivery is 21 Days ARO

\*\* - Item numbers listed are for White Delineators – Users should contact the contractor for item numbers for grey or yellow posts.

(continued)

**LOT VIII – SNOWPLOWING MARKERS: ITEMS #111 - 116**

		<b><u>Pexco LLC. - PC65729</u></b>	
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>
111.	6' Post Mount Snow Plow Marker with two (2)- 3" Reflective Stripes	\$10.66	SNOW3639-1
112.	6' Post Mount Snow Plow Marker with two (2)- 4" Reflective Stripes	\$12.29	SNOW3639-2
113.	6' Soil Mount Snow Plow Marker with two (2)- 3" Reflective Stripes	\$14.22	SNOW3639-3
114.	6' Soil Mount Snow Plow Marker with two (2)- 4" Reflective Stripes	\$15.86	SNOW3639-4
115.	Replacement Post Mount	\$12.29	SNOW3639-5
116.	Replacement Soil Mount	\$15.86	SNOW3639-6

**Pexco LLC is also offering a volume discount of 33% off the unit price for orders of 200 or more markers.**

Estimated Delivery is 21 Days ARO

**LOT IX –TEMPORARY RUMBLE STRIPS: ITEMS #117 - 119**

		<b><u>Plastic Safety Systems, Inc. - PC65730</u></b>	
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>
117.	Continuous Temporary Rumble Strip Order quantity of up to and including 23 units per order: Order quantity of 24 units or more:	\$1,170.00 \$1053.00	RU-105BK1DXBT
118.	Modular Temporary Rumble Strip Complete 3-Section – 1 Lane Set - Order quantity of up to and including 23 units: Order quantity of 24 units or more:	\$1,410.00 \$1269.00	RU-045035BKRA
119.	Modular Temporary Rumble Strip Single-Section - Order quantity of up to and including 71 units: Order quantity of 72 units or more:	\$470.00 \$423.00	RU-045035BKRA

Estimated Delivery is 30 Days ARO

**LOT X –TEMPORARY REUSABLE PAVEMENT JOINTS: ITEMS #120 - 122 NO AWARD – NO BIDS RECEIVED**

\*\*\*\*\*

(continued)

**LOT XI – SPEED BUMPS, SPEED HUMPS & SPEED TABLES: ITEMS #123 - 140**

		<b><u>Traffic Logix Corporation - PC65731</u></b>	
<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Item Order Number</u>
123.	Non-Fastening Temporary 10 mph Speed Bump – High Crest Module	\$110.00	GNRTGH
124.	Non-Fastening Temporary 10 mph Speed Bump – Low Crest Module	\$110.00	GNRTGL
125.	10 mph Speed Bump – Complete 4-foot long assembly w/hardware	\$100.00	GNRER48
126.	10 mph Speed Bump – Complete 6-foot long assembly w/hardware	\$122.00	GNRER74
127.	10 mph Speed Bump – Center Module Section - w/hardware	\$60.00	GNRER24
128.	10 mph Speed Bump – End Module Section - w/hardware	\$25.00	GNRERCP
129.	15 mph Speed Hump – Complete 6-foot long assembly w/hardware	\$143.00	GNSR6
130.	15 mph Speed Hump – Center Module Section - w/hardware	\$42.00	GNSSRM
131.	15 mph Speed Hump – End Module Section - w/hardware	\$31.00	GNSRSEC
132.	20 mph Speed Hump – Complete 8-foot long assembly w/hardware	\$187.00	GNSR8
133.	20 mph Speed Hump – Center Module Section - w/hardware	\$42.00	GNSSRM
134.	20 mph Speed Hump – End Module Section - w/hardware	\$31.00	GNSRSEC
135.	20-30 mph - Short Length Speed Table w/hardware	\$595.00	TLV37
136.	20-30 mph - Full Length Speed Table w/hardware	\$795.00	TLV310
137.	Additional Mounting Hardware Set for Installation of one (1) Speed Bump or one (1) Speed Hump Module per the bid specification.	\$6.00	TLANCHOR
138.	Additional Mounting Hardware Set for Installation of one (1) Speed Table per the bid specification	\$72.00	TLANCHOR
139.	Pavement Mounting Adhesive (in Tube)	\$22.00	90000
140.	Adhesive Dispensing Gun	\$81.00	90000GUN

**Users should contact the contractor Regarding hardware needs under items 137 and 138.**

Estimated Delivery is 120 Days ARO

**SUPPLEMENTAL PRODUCT INFORMATION:**

Product Dimensions for Lot I and Lot III are as follows:

(continued)

	Item No.	Weight Lbs.	Height Inches	Square Base (A)	Cone Diameter (at Base) in Inches	Cone Diameter (at Top) in Inches	Cone Wall Thickness (Minimum) Top	Cone Wall Thickness (Minimum) Bottom
<b>Work Area Protection</b>	<b>1 &amp; 2</b>	3	18	11 & 3/8	7.25	2+3/16	0.065	0.12
<b>STANDARD</b>		3	18	11+3/8	7.25	2+3/16	0.065	0.12
<b>Work Area Protection</b>	<b>3 &amp; 4</b>	7	28	13.75	7.5	1.75	0.085	0.13
<b>STANDARD</b>		7	28	13.75	7.5	1.75	0.08	0.13
<b>Work Area Protection</b>	<b>5 &amp; 6</b>	10	28	14.75	7.5	1.75	0.08	0.135
<b>STANDARD</b>		10	28	15	7.5	1.75	0.08	0.13
<b>Work Area Protection</b>	<b>7 &amp; 8</b>	10	28	15	10.5	2+3/16	0.075	0.12
<b>STANDARD</b>		10	28	15.25	10.5	2+3/16	0.08	0.13
<b>Work Area Protection</b>	<b>9 &amp; 10</b>	10	36	15	10.5	2.5	0.075	0.13
<b>STANDARD</b>		10	36	15.5	10.5	2.25	0.075	0.13
<b>Work Area Protection</b>	<b>11 &amp; 12</b>	7	28	15.25	10.5	2+3/16	0.075	0.13
<b>STANDARD</b>		10	28	15.25	10.5	2+3/16	0.08	0.13
<b>Work Area Protection</b>	<b>13 &amp; 14</b>	10	36	15	10.5	2.5	0.075	0.13
<b>STANDARD</b>		10	36	15.5	10.5	2.25	0.075	0.13
The Coefficient of Retro-reflectivity for Applicable Item for Striped cones supplied by Work Area Protection's cones list a 250 value. This exceeds the standard of 120 candela/foot candle per sq. ft.								

Lot III Drum Information – Product Dimensions	Item #	Weight (in Pounds)	Height (in Inches)	Diameter at top (in Inches)
<b>Work Area Protection Corporation</b>	51	8	36.25	18"
	52	33	37.5	18"
	53	48	38.25	18"
	54	10.5	37	18"
<b>Standard</b>		<b>75 lb. max</b>	<b>36" min</b>	<b>18" min</b>

**RECYCLED PRODUCT INFORMATION:**

Per the clause "RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS" on page 4 the following information has been supplied by the contractors for the products being supplied under this award:

(continued)

**GROUP 38612 - TRAFFIC SAFETY PRODUCTS**  
**(Traffic Calming Equipment & Accessories, including Traffic Cones,**  
**Delineators, & Channelizers) (Statewide with Multi-State Participation)**

**AWARD**  
**RENEWAL**

Bidder	PRODUCT	TOTAL RECYCLED CONTENT (T)	POST CONSUMER CONTENT (PC)	NY EO-4 Standard	PA Standard
Pexco, LLC	LOT VI - Tubular Markers	50%	10%	50% T 10% PC	NONE
Pexco, LLC	LOT VII - Flexible Delineator Posts	50%	10%	50% T 10% PC	25% Plastic Steel 16%/67% PC 9% / 33% rec
Pexco, LLC	LOT VIII - Snowplow markers	50%	10%	50% T 10% PC	NONE
Traffic Logix Corporation	LOT XI - Speed Bumps, Humps & Tables	90%	90%	90% T 50% PC	NONE
Traffix Devices, Inc.	BASES & Weights - Lots II, III & V	100%	100%	50% T 10% PC	50% CONE 50% Rubber
Work Area Protection Corp.	LOT I - CONES (All)	50%	10%	50% T 10% PC	25%Plastic PC 100% Rubber PC
Work Area Protection Corp.	LOT III Channelizer Drums - 25lb Base	71%	71%	50% T 10% PC	25%Plastic PC 100% Rubber PC
Work Area Protection Corp.	LOT III Channelizer Drums - 40lb Base	79%	79%	50% T 10% PC	25%Plastic PC 100% Rubber PC

	Pexco	Traffic Logix	Traffix Devices	Work Area Protection
Question 2 -Do the values listed MEET or EXCEED the NYS Technical Specifications:	YES	YES	YES	YES
Question 3 - Do the values listed MEET or EXCEED the Commonwealth of Pennsylvania Requirements:	NO	YES	NO	NO
Question 4 - If you answered NO in #2 or #3, is it because the requirement exceeds the necessary material availability?	NO		NO	NO
Question 5 - If you answered NO in #2 or #3, is it because using the stated required minimum amounts of recycled material in the manufacturing process would result in the item not having all of the proper physical requirements necessary for safe and proper use?	YES		YES	YES

(continued)

**BUY AMERICAN INFORMATION:**

To better serve the needs of contract users who may have projects utilizing Federal ARRA or similar funding, Contractors have certified the following information regarding the origin and source of the products

CONTRACTORS:		Traffix Devices, Inc. Work Area Protection Corporation		
LOT #	ITEM CLASS	100% American Produced	Partial American Production	100 % Foreign Product
I, II	Un-striped Traffic Cones	X		
I, II	Striped Traffic Cones	X		
I, II	Replacement Cone Collars	X		
I, II	Cone Weights	X		
Any	Accessory Lights*	*		
Any	Accessory Signage	X		
Any	Flags, Flag Adapters	*		
I, II	Cone Bases	X		
* - Accessory lights available from Work Area Protection are certified as 100% American produced. Traffix Devices have an 80% American Production Rate. Flag adapters from all vendors are 100% American Made. Flags from WAP and TDI are 100% American made.				
CONTRACTOR:		Work Area Protection Corporation		
III	Channelizer Drums & Tubes	X		
III	Drum & Tube Bases			X (NAFTA)
III	Tire Ballast Rings	X		
CONTRACTOR:		Pexco, LLC		
V,VI	Tubular Markers	X		
V,VI	Tubular Marker Bases	X		
VI	Soil Anchors & Hardware	X		
VI	Mounting Adhesive / Epoxy	X		
CONTRACTORS:		Pexco, LLC		
VII	Flexible Delineator Posts	X		
CONTRACTOR:		Pexco, LLC		
VIII	Snow Plow Markers & Mounts	X		
CONTRACTOR:		Traffic Logix Corporation		
XI	Speed Bumps, Humps & Tables			X (Canada)
XI	Additional Hardware		50%	
XI	Mounting Adhesive	X		

offered:

(continued)

**COMMONWEALTH OF PENNSYLVANIA**  
**MANUFACTURER / MILL CERTIFICATION**  
**(to be submitted with invoice for each order shipped on Commonwealth of PA Purchases.)**

TO BE COMPLETED BY MANUFACTURER / MILL:

NAME of MANUFACTURER / MILL: \_\_\_\_\_

ADDRESS of MANUFACTURER / MILL: \_\_\_\_\_

\_\_\_\_\_

FEDERAL EMPLOYER I.D. NO.: \_\_\_\_\_

CONTRACT or REQUISITION NO.: \_\_\_\_\_

NAME of CONTRACTOR: \_\_\_\_\_

ADDRESS of CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

Type of product(s) which the manufacturer/mill furnished to the contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CERTIFICATION: I, the undersigned officer of the above named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than \_\_\_\_\_% post-consumer materials and \_\_\_\_\_% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P. S. Section 4904)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(continued)

**State of New York**  
**Office of General Services**  
**PROCUREMENT SERVICES**  
**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  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*