

TABLE OF CONTENTS

<u>CLAUSE/ PROVISION/ etc.</u>	<u>PAGE</u>
PRICE/INFORMATION ENTRY <i>(in prior section)</i>	1
TABLE OF CONTENTS.....	4
NOTICE TO BIDDERS.....	5
NON-COLLUSIVE BIDDING CERTIFICATION	6
APPENDIX A	
APPENDIX B	
CONFLICT OF TERMS AND CONDITIONS	
DISPUTE RESOLUTION POLICY	
ELECTRONIC PAYMENTS	
ELECTRONIC BID OPENING RESULTS	
PROCUREMENT LOBBYING TERMINATION	7
SUMMARY OF POLICY & PROHIBITIONS ON PROCUREMENT LOBBYING	
INQUIRIES/ISSUING OFFICE	
NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE (APPENDIX 1)	
CERTIFICATE OF NO CHANGE	8
TAX LAW 5-A AMENDED APRIL 26, 2006 (APPENDIX 2)	
MERCURY-ADDED CONSUMER PRODUCTS	
CONTRACTOR M/WBE REQUIREMENTS	9
DEBRIEFING	
DIESEL EMISSION REDUCTION ACT OF 2006	10
SCOPE	
INSTRUCTIONS WHEN SUBMITTING YOUR BID ON ELECTRONIC MEDIA	
PRICE	12
NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS	21
EXTENSION OF USE	
METHOD OF AWARD	
DELIVERY.....	22
ESTIMATED QUANTITIES	
CONTRACT PERIOD AND RENEWALS	
CANCELLATION FOR CONVENIENCE	
SHORT TERM EXTENSION	23
CONTRACT MIGRATION	
QUALIFICATION OF BIDDER	
FINANCIAL STABILITY	
PAYMENT.....	24
DISPOSITION OF SETTLEMENTS	
REPORT OF CONTRACT PURCHASES	
EMERGENCY PURCHASING	
USE OF RECYCLED OR REMANUFACTURED MATERIALS	25
NEW YORK STATE PROCUREMENT CARD	
QUALITY UNITS (QAF)	
SUPERPAVE MIX ITEMS	
OPTIONAL EQUIPMENT	
OPTIONAL EQUIPMENT LIST	26
MOBILIZATION	
FLAGGERS	
PREVAILING WAGE RATES	
WORKERS COMPENSATION INSURANCE & DISABILITY BENEFITS REQUIREMENTS.....	27
CONTRACTOR INSURANCE	28
NYS DOT REGIONAL MAP	30
BIDDERS QUESTIONS, etc. <i>(information to be provided by bidder)</i>	31
CERTIFICATE OF NO CHANGE FORM.....	37
APPENDIX 1 - NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE	39
APPENDIX 2 – ST-220-TD	46
APPENDIX 2 – ST-220-CA	50

GENERAL INFORMATION

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

NOTICE TO BIDDERS:

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

1. BID PREPARATION

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One copy of the bid is required, unless otherwise specified herein.

2. BID DEVIATIONS

If your bid differs from the specifications explain such deviation(s) or qualification(s); and if necessary, attach a separate sheet. See "Extraneous Terms" in Appendix B, OGS General Specifications.

3. BID DELIVERY

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

- **Bid envelopes and packages**

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

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

- **FAX transmittals**

If permitted by this solicitation, fax transmittals shall be sent to: **(518) 486-5628 ONLY**
See "Facsimile Submissions" in Appendix B, OGS General Specifications.

- **Hand deliveries**

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

4. IMPORTANT SECURITY PROCEDURES

To access the Corning Tower, all visitors must check in by presenting photo identification at the security desk.

Bidders attending bid openings are encouraged to pre-register for building access by contacting the Procurement Services Groups (PSG) receptionist at 518-474-6262 at least 24 hours prior to the bid opening.

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

GENERAL INFORMATION (Cont'd)

NON-COLLUSIVE BIDDING CERTIFICATION:

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

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

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

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX B:

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

CONFLICT OF TERMS AND CONDITIONS:

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

- a. Appendix A
- b. This Invitation For Bids
- c. Appendix B
- d. Bidder's Bid

DISPUTE RESOLUTION POLICY:

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

ELECTRONIC PAYMENTS:

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

ELECTRONIC BID OPENING RESULTS

The Procurement Services Group (PSG) posts bid prices on the OGS/PSG web page. The web page makes available bid tabulations (i.e.: photocopies of price pages or spreadsheets) received by PSG for scheduled bid openings. Previously only available through Freedom of Information, such information is anticipated to be available online within two business days after the bid opening.

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

GENERAL INFORMATION (Cont'd)

PROCUREMENT LOBBYING TERMINATION:

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

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

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

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

INQUIRIES/ISSUING OFFICE:

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

<u>PRIMARY CONTACT</u>	<u>SECONDARY CONTACT</u>	<u>TERTIARY CONTACT</u>
Marcos Ortiz, Purchasing Officer NYS Office of General Services Procurement Services Group Corning Tower - 38th Floor Empire State Plaza Albany, New York 12242	Beverly Moore, Team Leader NYS Office of General Services Procurement Services Group Corning Tower - 38th Floor Empire State Plaza Albany, New York 12242	Ed Denehy, Civil Engineer 4 Transportation Systems Maintenance 50 Wolf Road Pod 51 Albany, NY 12232
Phone No.: (518) 474-1557	(518) 474-7273	(518) 457-6914
FAX No. (518) 474-8676	(518) 474-8676	(518) 457-4203
E-Mail: marcos.ortiz@ogs.state.ny.us	beverly.moore@ogs.state.ny.us	edenehy@dot.state.ny.us

All questions should be submitted in writing no later than **one week prior to the bid opening**, citing the particular bid section and paragraph number. The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE (Appendix 1):

Bidder agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire, which is attached as Appendix 1 (hereinafter the “Questionnaire”). The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire in making that determination. The Bidder agrees that if it is found by the State that the Bidder’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

GENERAL INFORMATION (Cont'd)

CERTIFICATE OF NO CHANGE:

If the contractor has previously submitted a NYS Standard Vendor Responsibility Questionnaire (Appendix 1) which has been reviewed and for which the contractor has received an award within the past twelve (12) months, and for which no conditions changed since that submission, the contractor may fill out a "Certificate of No Change". A blank certificate appears just before Appendix 1 in this Invitation for Bids. The contractor should attach a copy of the previously submitted Standard Vendor Responsibility Questionnaire to the Certificate of No Change.

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

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

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

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

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

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

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.state.ny.us/website/dshm/redrecy/c145home.html>.

GENERAL INFORMATION (Cont'd)

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

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

a. **Equal Employment Opportunity Requirements**

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

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

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

DEBRIEFING

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Disclosure of the content of competing bids other than statistical tabulations of bids received in response to an IFB, is prohibited prior to contract award. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder 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 within thirty days of posting of the contract award on the OGS website.

GENERAL INFORMATION (Cont'd)

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

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

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

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

SCOPE (BID SYNOPSIS):

This bid and any resultant contract(s) is intended to provide a procurement mechanism for all State Agencies and Political Subdivisions to purchase Bituminous Concrete Hot Mix Asphalt. The Contract Award Notification shall be comprised of contractors located throughout the State who can provide Bituminous Concrete Hot Mix Asphalt as needed by Authorized Users and as provided for in this Invitation for Bids and accompanying Group Specification. Each participating entity will make a final determination on their usage of the Contract Award after their evaluation of the awarded prices. Agencies are to make the purchasing decisions based upon the most practical and economical alternative which is in the best interests of the State, and best meets their form, function, and utility requirements. Agencies are encouraged to use the lowest bidder, but if the lowest bidder is not selected, then the agency must prepare documentation for the procurement record explaining the action taken (i.e., the low contractor could not provide the product in the time frame required, contractor did not have the needed equipment, etc.).

INSTRUCTIONS WHEN SUBMITTING YOUR BID ON ELECTRONIC MEDIA:

Please carefully follow these instructions when submitting your bid on portable electronic media. Portable electronic media must be submitted in Microsoft Windows, Excel format. Please note that submitting a bid by fax or e-mail is not acceptable. If you have any questions, please contact **Marcos Ortiz at (518) 474-1557** or e-mail marcos.ortiz@ogs.state.ny.us.

The Invitation for Bids contains the following files:

- 21141i1-PR.xls.....Invitation for Bids (*Microsoft Excel Spreadsheet*)
Save this file to your computer, then complete your bid.
- 21141i2-PR.doc.....Terms and Conditions including Instructions When Submitting Your Bid On Electronic Media, Appendix 1(Standard Vendor Responsibility Questionnaire) and Appendix 2 (ST-220-TD and ST-220-CA)
- SPEC-911s.docGroup Specification
- Appendix A
- Appendix B

It is recommended that the bidder open, review and save/download all electronic files to the bidder’s hard drive and/or to a secure back-up. Only the completed file should be saved to portable electronic media in **Excel only** for bid submission. Do not return copies of Appendix A and B with your bid.

- “INSTRUCTIONS WHEN SUBMITTING YOUR BID ON ELECTRONIC MEDIA” continues on next two pages -

GENERAL INFORMATION (Cont'd)

INSTRUCTIONS WHEN SUBMITTING YOUR BID ON ELECTRONIC MEDIA: (Cont'd)

- Step 1:** Open the Excel Worksheet titled “**21141i1-PR.xls**” from the web link. This worksheet has been password protected. You can only insert data for your company information and bid prices.
- a. **Save as new document by using the following steps:**
 - 1. Click on "File".
 - 2. Click on "Save As." Save to your system hard drive.
 - 3. Under "File Name," type YOUR COMPANY NAME (example: ABC COMPANY) and then click "Save."
 - b. Press the "Tab" key to enter cell A23. Type in the company name, then press the "Tab" key. Continue filling in each area to which you tab. **NOTE: Prices are not to exceed three (3) decimal places.**
 - c. If you are not bidding an item, type NB for No Bid, do NOT type No Bid or type "0" and do NOT reformat cells.
 - e. Contractors with multiple locations should enter all information pertaining to company and pricing for first location. After saving as YOUR COMPANY NAME - LOCATION 1, go to cell **X51** and enter supply location two (Street Address). Save as YOUR COMPANY NAME - LOCATION 2. Continue entering information for supply location two.
 - f. If prices differ for supply locations, go to appropriate cell(s) and enter new price(s) over price(s) for previous location.
 - g. After entering all locations and individually saving each location as YOUR COMPANY NAME - LOCATION 1, YOUR COMPANY NAME - LOCATION 2, etc., close all files, reopen and check input.
- Step 2:** Save the changes to your document. [“File: Save” or “Ctrl +s”.]
- Step 3:** Next, save the document to your portable electronic media.
[“File: Save as . . .”, leave the file name the same, designate Media Drive (Floppy Disk Drive or CD/DVD Burner), ENTER; additional steps may be needed to burn electronic media based on bidder’s individual system.]
- Step 4:** After transferring the file to portable electronic media, remove the portable electronic media from your computer. Then re-insert the portable electronic media and confirm the file transfer is complete by opening the file from the portable electronic media. If the transfer was successful, print out two (2) complete copies of the data then close the file and remove the portable electronic media.
- Step 5:** Submit one signed and dated printed hard copy with the electronic media to Office of General Services, PSG. (Please see address which follows Label Formats of Step 6.) This hard copy must include the completed Standard Vendor Responsibility Questionnaire with original signature and notarization or, if applicable, a completed Certificate of No Change with original signature and notarization along with a copy of a previously submitted Standard Vendor Responsibility Questionnaire. In addition, a completed copy of Appendix 2 (ST-220-CA) with original signature and notarization must be returned with your bid. The second copy of the bid should be retained for your files.
- Step 6:** Using “Labeling Format for Electronic Media” shown below on the left, please label, sign and date the label and affix to front of media holder and/or mark the front of the media itself with permanent felt tip pen. Place electronic media in an electronic media mailer or holder, and enclose both the mailer/holder and the full completed hard copy of the bid in an envelope. Label envelope according to envelope label format seen below on the right.

Labeling Format for Electronic Media:

Co. Name: _____
Group #**31502 Bituminous Materials**
(Hot Mix Asphalt - FOB)
IFB #**21141-Periodic Recruitment**
Bid Opening Date: **June 3, 2009**
Time: 11:00 AM
File: Contractor Bid

Signature: _____
Date: _____

Envelope Label Format:

FROM: _____

B. O. DATE:	June 3, 2009
B. O. Time:	11:00 A.M.
Invitation No.	21141-Periodic Recruitment
Group No.	31502

GENERAL INFORMATION (Cont'd)

INSTRUCTIONS WHEN SUBMITTING YOUR BID ON ELECTRONIC MEDIA: (Cont'd)

Send to: **PROCUREMENT SERVICES GROUP
NYS OFFICE OF GENERAL SERVICES
38TH FLOOR CORNING TOWER
EMPIRE STATE PLAZA
ALBANY NY 12242-0064**

THE FOLLOWING **MUST BE SUBMITTED** AS PART OF THE BID SUBMISSION:

- **The completed bid spreadsheet on electronic media. If you do not submit on electronic media, your bid will be rejected.**
- **One signed and dated hard copy of bid including printed spreadsheet;**
- **Standard Vendor Responsibility Questionnaire with original signature and notarization or, if applicable, a completed Certificate of No Change with original signature and notarization along with a copy of a previously reviewed and approved Standard Vendor Responsibility Questionnaire; and**
- **Appendix 2 (ST-220-CA) with original signature and notarization.**

Do not send the completed spreadsheet via fax or e-mail. **The electronic media and the hard copy must be received by this office by the date and time of the bid opening.**

OGS may utilize information from just the electronic media unless it is obvious an error has occurred or information is not accurate. In case of a discrepancy between information from electronic media and hard copy paper documents, hard copy paper document information shall prevail unless it is apparent that information on the hard copy paper document is not accurate or is erroneous and this can be verified independently. Bidders must submit paper documents printed from the electronic media to backup the electronic file; Submission of bids on electronic media does not replace paper bids.

PRICE:

General – Subsection 24-b of Appendix B (GENERAL SPECIFICATIONS) is modified to include provisions stated in this PRICE clause.

Price quoted shall include:

- All customs duties and charges and be F.O.B. plant per net metric ton;
- Net metric ton kilometer; net per day for equipment provided by the vendor;
- Net per day (to the nearest quarter day) for flaggers;
- Per project for mobilization as called for in the Invitation for Bids.

Price adjustments, if any, will be calculated on the basis of when the material is actually furnished.

Insurance - Price bid shall include the following insurance coverage costs. In particular, price shall include:

- Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence ;
- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident;

Owners and Contractors Protective Insurance Coverage (OCP) shall be a separate price and shall only be included when specifically called for by an ordering agency. OCP requirements should be reviewed carefully. (Please see separate CONTRACTOR INSURANCE clause, especially section on "ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD".) Note that pricing for OCP is not required to be bid and is not a requirement for award; however, if an agency requires OCP coverage the vendor must supply it. This requirement will be stated on the "Quick-Quote" form and a pass through cost will be allowed. The charge for OCP insurance will be used to determine the lowest cost for the project.

Purchase Outside Region - During the course of the award, agencies may wish to make purchases outside their regional location if better pricing can be obtained.

- PRICE continues on next page -

GENERAL INFORMATION (Cont'd)

PRICE: (continued)

Transportation (Hauling) - Transportation (hauling) costs will be based on two (2) prices. One price will be bid for transportation for 0 to 1 kilometer (0-1) and another price will be bid for any additional kilometers (1+).

The 0 to 1 kilometer price will be the bid price for any distance traveled up to and including one kilometer. This 0 to 1 kilometer bid price will be added to the material cost. This final figure will constitute the cost to deliver one metric ton of material up to one kilometer.

The 1+ kilometer price will be the bid price for any distance traveled after the first kilometer. This 1+ kilometer bid price will be multiplied by the total number of kilometers (less the first kilometer), added to the bid price for 0-1 kilometer, and then added to the material cost. This final figure will constitute the cost to deliver one metric ton of material the total number of kilometers.

This is illustrated below:

EXAMPLE FOR 32 KILOMETERS WITH TRANSPORTATION (HAULING) (i.e., FOB delivered):

Total Kilometers minus one (32-1):	31
Cost per metric ton/kilometer each additional kilometer after the first kilometer as bid	\$ 0.300
Delivery Charge for total kilometers less the first kilometer (<i>total kilometers less 1 times kilometer cost</i>):	\$ 9.300
Cost per metric ton/kilometer delivery charge for first kilometer or portion thereof (0-1) as bid:	\$ 2.000
Total Delivery charge per metric ton (<i>delivery charge plus cost per kilometer</i>):	\$11.300
Material Price as bid:	\$60.000
Total Delivered Cost per metric ton for 32 kilometers (<i>total delivery charge plus material price</i>):	\$71.300

When utilizing Transportation (Hauling), price shall be FOB destination as designated by ordering agency.

Periodic Price Adjustment – Every three months the base bid prices shown in the initial CONTRACT AWARD NOTIFICATION may be adjusted in accordance with changes in the US Bureau of Labor Statistics (BLS). **THIS ADJUSTMENT MAY GO UP OR DOWN.** Please see chart below for applicable dates. The “base” value for calculations shall be **SEPTEMBER 2007**. Price adjustments will NOT be recalculated if PPI changes due to change in Preliminary (P) status.

DATES FOR IMPLEMENTATION:

Effective Date for Adjustment	BLS Month for Calculation	PPI Base Month
June 1, 2009	April 2009	September 2007
September 1, 2009	July 2009	September 2007
December 1, 2009	October 2009	September 2007

There will be two BLS indexes used — one for product and another for equipment, operators and transportation/hauling. The BLS values will be “Not Seasonally Adjusted”. The indexes are:

FOR PRODUCT

Producer Price Index (PPI)
 Series ID: PCU 21231-21231
 Industry: Stone Mining & Quarrying
 Product: Stone Mining & Quarrying

FOR EQUIPMENT, OPERATORS & TRANSPORTATION (HAULING)

Consumer Price Index (CPI)
 Series ID: CUUR0000SA0
 Area: U.S. City Average
 Item: All Items

(continued)

GENERAL INFORMATION (Cont'd)

PRICE: (continued)

CALCULATION METHOD:

(BLS Month for Calculation divided by Base Month) *multiplied times* (Base Bid Price in Award)
 PPI EXAMPLE - This example is for illustration purposes only. Actual BLS values, etc., may vary:

****Using material "403.118902M," which is \$51.00 per metric ton and includes 6% Asphalt + Fuel Allowance, the PPI would be calculated as:**

BASE BID PRICE = \$51.000
 SEPTEMBER 2007 = \$212.200
 JULY 2009 = \$224.500
 ADJUSTMENT EFFECTIVE SEPTEMBER 1, 2009 = $224.500/212.200 = 1.0579$ (5.79%)
 = $\$51.000 \times 5.79\% = \2.952
 = $\$2.952 \times 94\% = \2.775
 = $\$51.000 + \2.775
 = $\$53.775$ (rounded to third decimal place)

CPI EXAMPLE for 32 kilometers delivered - This example is for illustration purposes only. Actual BLS values, etc., may vary:

BASE BID PRICES = \$2.000 (0-1 kilometer) and \$0.300 (1+ kilometer)
 SEPTEMBER 2007 = 208.000
 APRIL 2009 = 212.100
 ADJUSTMENT EFFECTIVE JUNE 1, 2009 =
 = $(212.100/208.000) \times \2.000 plus $(212.100/208.000) \times \0.300×31
 = $1.0197 \times \$2.000$ plus $1.097 \times \$0.3000 \times 31$
 = $\$2.0394 + \$9.4832 = \$11.5226 = \11.523 (rounded to third decimal place)

ITEM	GRADE/ DESCRIPTION	TOTAL % ASPHALT + FUEL ALLOWANCE	DIFFERENCE (100% Material Minus Total % Asphalt + Fuel Allowance)	QUARTERLY PPI PRICE ADJUSTMENT PERCENTAGE
Q302.01M	Bitum Stabilized	3.75%	96.25%	
402.03810118M	Misc Patching F1	7.85%	92.15%	TO BE
402.03820118M	Misc Patching F2	7.85%	92.15%	PUBLISHED
402.03830118M	Misc Patching F3	7.85%	92.15%	QUARTERLY
402.03890118M	Misc Patching F9	7.85%	92.15%	AT
402.058901M	Shim Course F9	9.25%	90.75%	www.ogs.state.ny.us
402.09XX01M	9.5 mm Superpave	7.20%	92.80%	
402.12XX01M	12.5 mm Superpave	6.50%	93.50%	
402.19XX01M	19 mm Superpave	5.90%	94.10%	
402.25XX01M	25 mm Superpave	5.50%	94.50%	
403.118902M	Type 1 Base	6.00%	94.00%	
403.128902M	Type 2 Base	4.50%	95.50%	
403.138902M	Type 3 Binder	6.50%	93.50%	
403.158902M	Type 5 Shim	9.25%	90.75%	
403.17XX02M	Type 6 Top	7.20%	92.80%	
403.19XX02M	Type 7 Top	7.85%	92.15%	

(continued)

PRICE: (continued)

Asphalt Price Adjustments:

- Asphalt price adjustments allowed will be based on the September 1, 2007 average of the F.O.B. terminal price per metric ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of pre-approved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification. The September 1, 2007 average is **\$379.000**

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

In the event that one or more of the New York State Department of Transportation pre-approved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal **price shall not be recalculated.**

- The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the “Adjustment Date”, during the contract period starting with June 20, 2009. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., July 1, 2009) following the adjustment date.
- The unit prices per metric ton of hot mix asphalt (HMA) purchased from any award based on this specification will be subject to adjustment based on the following formula:

Price Adjustment	=	New Monthly Average F.O.B. Terminal Price	-	Base Average F.O.B. Terminal Price	X	Total % Asphalt (Per Metric Ton) Plus Fuel Allowance
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NEW MONTHLY AVERAGE F.O.B. TERMINAL PRICE:

The average F.O.B. terminal price for unmodified PG 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation per New York State Department of Transportation Standard Specification.

BASE AVERAGE F.O.B. TERMINAL PRICE:

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent is as determined by the New York State Department of Transportation as of September 1, 2007.

TOTAL % ASPHALT PLUS FUEL:

The percentage of total allowable asphalt and fuel for each item is as follows:

<u>Item</u>	<u>% Asphalt</u>	<u>+ Fuel Allowance</u>	<u>Total % Asphalt + Fuel Allowance</u>
302.01M	3.75	-	3.75%
402.010901M	3.00	1	4.00%
402.011901M	3.50	1	4.50%
402.017901M	****	1	****
402.018901M	****	1	****
402.03810118M	6.85	1	7.85%
402.03820118M	6.85	1	7.85%
402.03830118M	6.85	1	7.85%
402.03890118M	6.85	1	7.85%
402.058901M	8.25	1	9.25%
402.09XX01M	6.20	1	7.20%

(continued)

GENERAL INFORMATION (Cont'd)

PRICE: (Cont'd)

Asphalt Price Adjustments: (Cont'd)

<u>Item</u>	<u>% Asphalt</u>	<u>+Fuel Allowance</u>	<u>Total % Asphalt + Fuel Allowance</u>
402.12XX01M	5.50	1	6.50%
402.19XX01M	4.90	1	5.90%
402.25XX01M	4.50	1	5.50%
402.37XX01M	4.00	1	5.00%
403.118902M	5.00	1	6.00%
403.128902M	3.50	1	4.50%
403.138902M	5.50	1	6.50%
403.158902M	8.25	1	9.25%
403.17XX02M	6.20	1	7.20%
403.19XX02M	6.85	1	7.85%

+ = Fuel Allowance represents allowance for energy (fuel, electricity, natural gas) used in the production of asphalt. It is a cost associated with the product and not intended to represent any trucking or hauling of product.

EXAMPLE: Item 403.178202M. This example is for illustration purposes only. Actual Base Average Price, etc., may vary:

Base Average Price = 379.000
 New Average Price = \$369.000
 Total % Asphalt plus Fuel = 7.2%

$$(\$379.000 - \$369.000) \times 0.072 = \$10.00 \times 0.072 = +\$0.720 \text{ per metric ton}$$

Positive Price Adjustment number shall be added to original per metric ton Bid Price.

Negative Price Adjustment number shall be subtracted from original per metric ton Bid Price.

4. Work performed after the expiration of the contract, where no extension has been granted, resultant from purchase orders placed prior to expiration of the contract will receive the asphalt price adjustments applicable in effect during the last month of the contract.

Asphalt price adjustments for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.

5. Asphalt price adjustments allowed by this contract shall be calculated and applied to the original prices. There will not be asphalt price adjustments unless the change amounts to more than \$0.10 per metric ton from the original price. In these instances, prices will revert back to the original prices.
6. All asphalt price adjustments will be computed to three decimal places.
7. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Commissioner to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.
8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency.

- PRICE continues on next page -

(continued)

GENERAL INFORMATION (Cont'd)

PRICE: (Cont'd)

Conversion from Metric to US Equivalent – The NYS DOT plans to stop using the Metric System and intends to start using the US Units of measurement during the course of the contract period. Contractors will be given sufficient notice of the change. **All** prices bid per Metric Ton will have to be converted to Standard Tons when this change occurs. The following Conversion Factor will be applied at that time: **0.90718**.

EXAMPLE: This example is for illustration purposes only.

New Awarded Price/Standard Ton for material ABC =
Original Awarded Price per Metric Ton *multiplied times* Conversion Factor
Original Awarded Price/Metric Ton for material ABC = \$54.000
Conversion Factor = 0.90718
New Awarded Price/Standard Ton for material ABC = \$48.98772 = \$48.988
(rounded to third decimal place)

In addition, **all** prices bid per Kilometer will have to be converted to U.S. miles. The following Conversion Factor will be applied at that time: **0.6215**

EXAMPLE: This example is for illustration purposes only.

Original Awarded Price/Kilometer = \$1.0000
One (1) kilometer = 0.6215 U.S. miles.
New Awarded Price/U.S. miles = \$0.6215

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

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

(continued)

PRICE: (Cont'd)

Quick Quote/Price Calculation – Using agencies have two methods of selecting the appropriate contractor to perform their particular project, either using the price calculation worksheet or using the quick quote process.

Price Calculation Worksheet:

Agencies may use the contract prices to complete the price calculation worksheet to determine the contractor offering the most practical and economical alternative using the agency's form, function, and utility requirements. Agencies are encouraged to use the lowest bidder but if the lowest bidder is not selected, then the agency must prepare documentation for the procurement record explaining the action taken (i.e., the low contractor could not provide the product in the time frame required, contractor did not have the needed equipment, etc.).

Quick Quote:

During the course of the award, agencies may wish to try to obtain lower prices and contractors may wish to lower their contract prices for various reasons, i.e., excess supply, slow business, etc. Each quick quote situation is unique and the price is firm for that particular project only. If bid security is a concern, the agency may require bids to be sealed and/or opened publicly.

The use of the quick quote format is optional although highly recommended.

Agencies electing to use the quick quote are required to award to the lowest responsive bid meeting the agency's requirements outlined in the requested quote. There are no negotiations permitted following the "Quick Quote" and prices cannot be changed once offered. If award is made to other than the lowest bid, the agency must prepare detailed documentation explaining the action taken for the failure to meet requirements. (i.e., the low contractor could not provide the product in the time frame required, contractor did not have needed equipment, etc.). This explanation along with the worksheets must be made a part of the procurement record.

Contractors are not required to lower prices when they receive a quick quote. They may quote the contract price. However, at no time, may a quick quote price exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor during the quick quote process.

Since asphalt price adjustments will be charged/credited to all invoices (after the work is finished), **asphalt price adjustments are not a factor to be considered when offering quick quote pricing.**

(continued)

CONTRACTOR COMPLETES SECTIONS A & B FOR QUICK QUOTE/PRICE CALCULATION

SECTION B

Additional Items:

- K. \$ _____ Flagger per Day X Quantity ____ X # of Days ____ = \$ _____ K.
- L. \$ _____ Paver w/Operator per Day X # of Days ____ = \$ _____ L.
- M. \$ _____ Paver w/Operator and Screed Person per Day X # of Days ____ = \$ _____ M.
- N. \$ _____ 10-Ton Roller per Day X Quantity ____ X # of Days ____ = \$ _____ N.
- O. \$ _____ 10-Ton Roller w/Operator per Day X Quantity ____ X # of Days ____ = \$ _____ O.
- P. \$ _____ 10-Ton Vibratory Roller per Day X Quantity ____ X # of Days ____ = \$ _____ P.
- Q. \$ _____ 10-Ton Vibratory Roller w/Operator per Day X Quantity ____ X # of Days ____ = \$ _____ Q.
- R. \$ _____ Paver Mobilization per Project Each = \$ _____ R.
- S. \$ _____ Roller Mobilization per Project Each = \$ _____ S.
- T. \$ _____ OCP Insurance \$ _____ T.

Total Additional per Project

U. Add lines K thru T \$ _____

Total Cost per Project J + U = \$ _____

Can Contractor Supply? _____ YES _____ NO

Can Contractor meet Schedule? _____ YES _____ NO

Contractor Signature _____

Print Name _____ Date _____

NOTE: Since price adjustments will be charged/credited to all invoices (after the work is finished), price adjustments are not a factor to be considered when offering quick quote pricing/completing price calculation worksheets. Any reduction in prices must be based on the actual awarded price for each item in the contract.

*Agency Comments: _____

*Explain under "Agency Comments" any rejection of lowest price.

(continued)

GENERAL INFORMATION (Cont'd)

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

METHOD OF AWARD:

General - Only timely bids will be considered in the awarding of a contract except where it may be proven there is no NYS DOT approved source of supply within a reasonable distance and/or that it would create a hardship to require travel to secure products. Bid prices will be evaluated at the time of bid opening on the following basis:

1. An "average price" per specification item per NYS DOT Region shall be calculated based on the price of all bids submitted. The average price will be three decimal places. If a bid is ultimately rejected because it did not meet specification, pricing will not be recalculated. However, in those instances where the rejected bidder's pricing results in less than one bidder for a geographic region, the rejected bidder's pricing will be removed and not considered a part of the calculation. A price which is inordinately low may be deleted from the calculation.
 2. Any bid that exceeds the "average price" by more than 50% will be made Award Pending unless it is apparent that application of 50% would be unreasonable due to higher market prices of a geographic location. Under such circumstances at the discretion of the Commissioner bids may be considered by geographic location and an average price determined to address pricing in such geographic location.
 3. A "revised average price" per specification item shall be calculated after removal of those over 50%. Bid prices over the 50% criteria that have been given consideration due to geographic location will not be part of the "revised average price". A price which is inordinately low may be deleted from the calculation.
 4. Any bid that is less than or equal to the "revised average price" increased by 10% shall receive a contract Award if they are also deemed a responsive and responsible bidder. Any bid that exceeds the "revised average price" by more than 10% will be made Award Pending.
 5. Any contractor given an "Award Pending" for a material item may become eligible for award by reducing their price(s) within the parameters of paragraph #4 above. **Acceptable revised pricing for material items shall be considered up to thirty days after date issued that appears on the original Contract Award Notification and again 30 days thereafter.** A supplemental award(s) shall then be published to incorporate contractors whose material pricing is determined to be acceptable.
 6. Any contractor given an "Award Pending" for an "optional" item may become eligible for award by reducing its price(s) within the parameters of paragraph # 4 above. Acceptable revised pricing for "optional" items will not have time restrictions and will be handled by issuance of Purchasing Memoranda.
- * Optional items are transportation/hauling, equipment and mobilization. Transportation rates will be arrived at by calculating the price of delivery of one metric ton a total distance of 32 kilometers.

All pricing recommended for award based on the above criteria will be subject to comparison to previous years pricing and current market trends.

Multiple Award – It is anticipated that award will be made to more than one bidder for each listing. However, the State is not required to make award to more than one bidder for each listing.

(continued)

GENERAL INFORMATION (Cont'd)

DELIVERY:

Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing.

ESTIMATED QUANTITIES:

The historical dollar value of all contracts issued under previous awards was approximately \$40,000,000.00 annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWALS:

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 commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

If mutually agreed between the Procurement Services Group 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.

CANCELLATION FOR CONVENIENCE:

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

(continued)

GENERAL INFORMATION (Cont'd)

SHORT TERM EXTENSION:

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

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.

QUALIFICATION OF BIDDER:

No bid will be considered unless the bidder submitting same can meet the following conditions:

1. That it owns, or leases, or manages and controls a plant adequate for and devoted to the manufacture of the item, which it proposes to furnish.
2. Material furnished under these contracts shall be produced in an approved hot mix asphalt (HMA) mixing plant meeting the requirements outlined in Section 401 of the New York State Department of Transportation Standard Specifications Construction Materials Volume 1 dated May 4, 2006 (herein after the Specifications). An approved plant shall be in operation at the location indicated by bidder herein within the (12) twelve month period prior to the bid opening date.
3. Bidder must indicate in the Invitation for Bids, plant locations and the NYS DOT Facility number from which material will be supplied in the event of award.

FINANCIAL STABILITY:

If requested, bidder must document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

(continued)

GENERAL INFORMATION (Cont'd)

PAYMENT:

Payment shall be made at contract prices per net metric ton for the actual quantity of material received from the contractor. In addition, payment adjustments will be applied in Quality Units for all applicable mixes as described in Sections 401-4, 402-4, 402-5, 403-4 and 403-5 of the Specifications.

Payment shall be made at the contract price per day based on the number of days (computed to the nearest quarter day) that flaggers are actually utilized.

DISPOSITION OF SETTLEMENTS:

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

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

Brief Description	Total Value (\$) Purchased By:		Total Combined Value Purchased (\$)
	All Political Subdivisions and Others Authorized by Law (\$)	All State Agencies (\$)	

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

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.

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)

GENERAL INFORMATION (Cont'd)

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questions at end of bid document).

QAF (Quality Units):

The Quality Adjustment Factor will be 1.0 for all material produced under this contract for any agency other than NYS DOT. Quality Adjustment Factors do not apply to 403.XXXX items.

The following Quality Unit Index prices will apply to material produced under this contract for the New York State Department of Transportation (NYSDOT) only:

<u>Region</u>	<u>Index Price (\$/Mg)</u>	<u>Region</u>	<u>Index Price (\$/Mg)</u>
1	\$50	7	\$45
2	\$45	8	\$65
3	\$50	9	\$50
4	\$50	10	\$95
5	\$50	11	\$115
6	\$50		

SUPERPAVE MIX ITEMS:

The Equivalent Single Axle Load's (ESAL's) level for all Superpave Mix items should be <0.3 million. For all Superpave Mix items, the Vendor will not be responsible for nuclear density testing.

OPTIONAL EQUIPMENT:

Bids for paving placement and compaction equipment are voluntary. Awards for FOB material and/or transportation rates will not be affected by the presence or lack of optional equipment bids. To request optional paver and/or compaction equipment from a vendor, agencies must anticipate placement of at least 500 metric tons per day for each day equipment is requested. The 500 metric tons per day minimum does not include the last day of work on larger projects where quantities to complete work on the last day may be less than 500 metric tons.

Equipment offered by the vendor shall meet the requirements of Section 400 of the Specifications. All pavers shall meet the requirements of Section 402-3.02 HMA Pavers of the Specifications. Vendors shall note the requirements for approved automatic transverse slope and longitudinal grade screed controls. Pavers shall be equipped with hydraulically operated extensions of the proper width and approved joint matching shoes and/or 9 meter long moving references, such as floating beams or skis as appropriate as outlined in Section 402-3.06 Spreading and Finishing of the Specifications. All rollers shall meet the requirements of Section 402-3.04 Rollers of the Specifications.

When operators are requested with equipment they shall be capable and experienced in the operation of the supplied equipment. The vendor is advised that, due to the nature of Hot Mix Asphalt paving projects, overtime hours are customarily used to expeditiously progress projects. No extra payment shall be due to vendors that supply operators for pavers and/or rollers due to overtime hours worked by those operators. The vendor shall be responsible for fuel and repairs for all supplied equipment.

Payment for equipment shall be by the day for each day the equipment is actually used to place or compact material, except as follows: No payment shall be made for days required to deliver the equipment to the project site or to return the equipment to the vendor's plant. Payment shall be made for each day that actual paving work is started, even if work is not completed due to inclement weather or other unforeseen circumstances. The vendor shall not be entitled to payment for days where work is not started due to inclement weather.

(continued)

GENERAL INFORMATION (Cont'd)

OPTIONAL EQUIPMENT LIST:

Hot mix asphalt (HMA) Paver with operator capable of simultaneously paving mainline and shoulders from 4.9 meters to 6.1 meters wide (exact width required to be specified at the time of order).

Hot mix asphalt (HMA) Paver with operator and screed person capable of simultaneously paving mainline and shoulders from 4.9 meters to 6.1 meters wide (exact width required to be specified at the time of order).

- 10-Ton Static Roller
- 10-Ton Static Roller with operator
- 10-Ton Vibratory Roller
- 10-Ton Vibratory Roller with operator

MOBILIZATION:

Bids for mobilization of equipment are a one time charge for the duration of a project. Mobilization prices apply to provided equipment only and are not associated with hauling rates.

FLAGGERS:

Bids for flaggers are voluntary. Award for FOB Material and/or transportation rates will not be affected by the presence or lack of bids for Flaggers. Flaggers may be requested by agencies if work by a flagger is initially expected to last at least one calendar day. The price bid per flagger per day shall include all costs of providing a flagger where directed by the Engineer or agency authorized individual with all the necessary safety equipment, i.e. stop/slow paddle, flag, vest, hardhat, etc. Payment shall be by the day for each flagger provided. A day shall be determined as including the time period between the commencement of and completion of work on any calendar day. No extra payment shall be provided if the flagger must work longer than the standard eight hour work day. Payment shall be made to the nearest quarter day as determined by the Engineer or agency authorized individual.

PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2007006300**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

For Prevailing Wage Updates, use the following DOL link:

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

Links to schedule updates appear in the table at the bottom of the web page.

(continued)

GENERAL INFORMATION (Cont'd)

WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:

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

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

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

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

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

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

2. Proof of Compliance with Disability Benefits Coverage Requirements:

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

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

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

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

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: The Office of General Services, Procurement Services Group, Team 6, 38th floor, Corning Tower, Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)

(continued)

CONTRACTOR INSURANCE:

PROOF OF INSURABILITY - At the time of bid submission or shortly after the opening of bids, the Contractor shall provide a Certificate of Insurance evidencing that it has at the current time, the following insurance coverages, with the following limits, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies) naming the People of the State of New York, its officers, agents, and employees as additional insured's thereunder. Such insurance shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. Such Certificates shall be in the form and substance acceptable to OGS. **In the block provided in the Certificate for insertion of "Description of Operation", the Contractor shall reference Invitation for Bids # 21141:**

- a) Commercial General Liability Insurance with a limit of not less than **\$1,000,000 each occurrence**. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1. If such insurance contains an aggregate limit, it shall apply separately on a per job basis.
- b) Comprehensive Business Automobile Liability Insurance with a limit of not less than **\$1,000,000 each accident**. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

ADDITIONAL INSURANCE REQUIREMENTS AFTER CONTRACT AWARD – Prior to commencement of work, the Contractor shall file with **Authorized User Agency** (hereinafter referred to as "Agency"), Certificates of Insurance evidencing compliance with **the additional insurance requirements set forth hereafter**. **PLEASE NOTE THAT THE COVERAGE AMOUNTS ARE HIGHER THAN THE AMOUNTS STATED IN "a", "b" AND "c" ABOVE.**

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

The following insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Agency; shall be primary and non-contributing to any insurance or self insurance maintained by the Agency; shall be endorsed to provide written notice be given to the Agency, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to:

Authorized User Agency
Address as stated on purchase order

and shall name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder {General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85**}. The additional insured requirement does not apply to Workers Compensation or Disability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the Agency. Such approval shall not be unreasonably withheld. Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Agency and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

(continued)

GENERAL INFORMATION (Cont'd)

CONTRACTOR INSURANCE (Cont'd):

ADDITIONAL INSURANCE REQUIREMENTS AFTER AWARD - (Cont'd)

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

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

The Contractor is required by this Contract to obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies) for each project for which Contractor receives a Purchase Order:

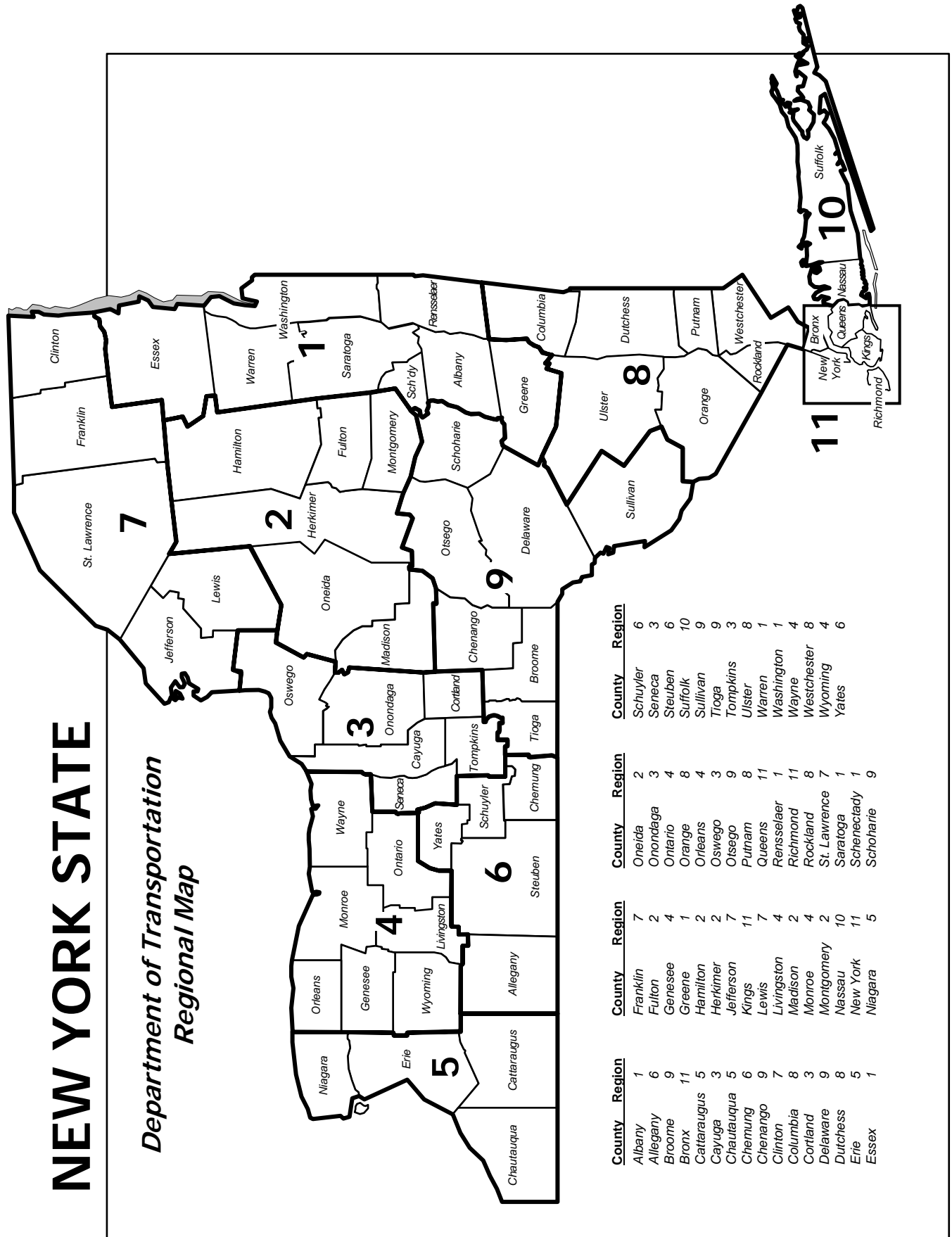
- a) Commercial General Liability
Commercial General Liability Insurance with a limit of **not less than \$5,000,000 each occurrence**. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1. If such insurance contains an aggregate limit, it shall apply separately on a per job basis.
- b) Commercial Automobile Liability
Comprehensive Business Automobile Liability Insurance with a limit of **not less than \$2,000,000 each accident**. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
- c) Commercial Property or Inland Marine Insurance covering the loss or damage to any owned, borrowed, leased or rented equipment, tools, including tools of their agents and employees, staging towers and forms, and property of Agency held in their care, custody and/or control.

Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Agency, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against the Agency or (ii) any other form of permission for the release of the Agency.

ADDITIONAL OCP INSURANCE - Bidder understands and agrees by submitting a bid to this IFB that any Authorized User, in particular the New York State Department of Transportation (NYSDOT) may also require Owners and Contractors Protective Insurance Coverage (OCP) in addition to the above-referenced insurance. **The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**

The request for OCP shall be indicated by the Authorized User on the Quick Quote form. All Quick Quotes submitted must state the cost for such coverage which will be included as part of the Total Cost per Project, and evaluated accordingly by the Authorized User.

(continued)



County	Region	County	Region	County	Region	County	Region
Albany	1	Franklin	7	Onida	2	Schuyler	6
Allegany	6	Fulton	2	Onondaga	3	Seneca	3
Broome	9	Genesee	4	Ontario	4	Steuben	6
Bronx	11	Greene	1	Orange	8	Suffolk	10
Cattaraugus	5	Hamilton	2	Orleans	4	Sullivan	9
Cattaraugus	3	Herkimer	2	Oswego	3	Tioga	9
Chautauqua	5	Jefferson	7	Otsego	9	Tompkins	3
Chemung	6	Kings	11	Putnam	8	Ulster	8
Chenango	9	Lewis	7	Queens	11	Warren	1
Clinton	7	Livingston	4	Rensselaer	1	Washington	1
Columbia	8	Madison	2	Richmond	11	Wayne	4
Cortland	3	Monroe	4	Rockland	8	Westchester	4
Delaware	9	Montgomery	2	St. Lawrence	7	Wyoming	4
Dutchess	8	Nassau	10	Saratoga	1	Yates	6
Erie	5	New York	11	Schenectady	1		
Essex	1	Niagara	5	Schoharie	9		

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

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Bidder

NOTES TO BIDDERS: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

- Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions? See "Best Pricing Offer" in Appendix B, OGS General Specifications.
If "NO", please explain on a separate sheet.

_____ YES _____ NO

- Does bidder offer Electronic Access Ordering (EDI)?

_____ YES _____ NO

- If awarded a contract, will bidder accept the New York State Procurement Card for orders not to exceed \$15,000.00?

_____ YES _____ NO

- If bidder limits the maximum acceptable card amount to less than \$15,000, please indicate the maximum amount:

\$ _____

Additional discount for purchases made with the NYS Procurement Card:

_____ %

- Are any products offered manufactured from recycled materials?

_____ YES _____ NO

(continued)

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Bidder

NOTES TO BIDDERS: (Cont'd)

- Person or persons to contact for expediting New York State contract orders:
Name: _____
Title: _____
Telephone Number: () _____
Toll Free Telephone Number: () _____
Fax Number: () _____
Toll Free Fax Number: () _____
E-Mail Address: _____

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:
State Normal Business Hours (Specify M-F, Sat, Sun): _____
Name: _____
Title: _____
Telephone Number: () _____
Fax Number: () _____
Pager Number: () _____
Cellular Telephone Number: () _____
E-Mail Address: _____

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PLEASE USE BLACK INK OR TYPEWRITER WHEN
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Bidder

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below?

_____ YES _____ NO

2. Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?

_____ YES _____ NO

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

NOTE: Contractors certified **and** listed in the Empire State Development’s Directory of Certified Minority and Women-Owned Business Enterprises* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.

- MINORITY-OWNED
- WOMEN-OWNED
- MINORITY AND WOMEN-OWNED

*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).

"Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (a) at least fifty-one percent owned and controlled by the minority members and/or women;
- (b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;
- (c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and
- (d) an enterprise independently owned, operated and authorized to do business in New York State.

3. Is your company a New York Small Business Concern as defined in accordance with Article 11 of the New York State Finance Law?

_____ YES _____ NO

"Small Business Concern" means a business which:

- (a) is resident in New York State;
- (b) is independently owned and operated;
- (c) is not dominant in its field; and,
- (d) employs one hundred or fewer persons.

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PLEASE USE BLACK INK OR TYPEWRITER WHEN
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INSERTED YOUR COMPANY’S NAME IN THE BOX

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Bidder

4. Total number of people employed by your business in
New York State:

5. PLACE OF MANUFACTURE OF PRODUCT(S) BID:
(Indicate Yes or No for either A, B or C)

- A. All NYS Manufacture
- B. All Manufactured outside NYS
- C. Manufactured In NYS and Outside NYS
If yes to C above, Location (State) where more than
half the value is added to the product(s) bid:

_____ YES _____ NO
 _____ YES _____ NO
 _____ YES _____ NO

State of _____

6. BIDDER’S PRINCIPAL PLACE OF BUSINESS*:

*"Principal Place of Business" is the location of the primary
control, direction and management of the enterprise.

State of _____

7. "NONDISCRIMINATION IN EMPLOYMENT IN
NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Section 165 of the State Finance Law, the
bidder, by submission of this bid, certifies that it or any
individual or legal entity in which the bidder holds a 10% or
greater ownership interest, or any individual or legal entity that
holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes or No to one or both of the following, as
applicable),

A. have business operations in Northern Ireland:

_____ YES _____ NO

If yes,

B. shall take lawful steps in good faith to conduct any business
operations in Northern Ireland in accordance with the
MacBride Fair Employment Principles relating to non-
discrimination in employment and freedom of workplace
opportunity regarding such operations in Northern Ireland,
and shall permit independent monitoring of compliance
with such Principles.

_____ YES _____ NO

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE INSERTED
YOUR COMPANY'S NAME IN THE BOX

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Bidder

8. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

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

_____ YES _____ NO

If yes, please answer the following question:

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

_____ YES _____ NO

If yes, please provide details regarding the finding of non-responsibility:

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:
(add additional pages if necessary)

D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

_____ YES _____ NO

If yes, please provide details:

Governmental Entity:

Date of Termination or Withholding of Contract:

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

(continued)

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX

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Bidder

BID SUBMISSION CHECK-OFF:

The following identifies some of the requirements for this solicitation. Bidder is to check submissions made. Shown in parenthesis (___) is the page number in the Invitation for Bids stating the requirement or where there is a form, etc., to be completed and submitted. An “M” in parenthesis next to page number indicates a mandatory requirement.

Face page of IFB (1; M):

Pages with Bid Prices, etc. (2, 3; M):

Bid on Electronic Media (10-12; M)

Workers’ Compensation Insurance & Disability Benefits Requirements (27; M)

Proof of Insurability – Certificate of Insurance {Please see ‘CONTRACTOR INSURANCE’ clause} (28 - 29; M):

“Questions” Pages – (31 - 35;)
“NOTES TO BIDDERS” (31 - 32; M):

“BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS” (33 - 35; M):

Certificate of No Change {if applicable} (37):

Appendix 1 - New York State Standard Vendor Responsibility Questionnaire (39 - 44; M):

Appendix 2 - Contractor Certification to Covered Agency {ST-220-CA} (50 - 51; M):
{NOTE: Submit ST-220-TD directly to NYS Dept. of Taxation & Finance under separate cover.}

Completed and Submitted:

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

_____ YES NO _____

(continued)

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Appendix 1

{Revised: December 2006}

New York State

Standard Vendor Responsibility Questionnaire

(Use the Uniform Contracting Questionnaire CCA-1, for all construction contracts)

Each Contracting Agency conducts a review of prospective contractors (“vendors”) to provide reasonable assurances that the vendor is responsible. This questionnaire is used for all non-construction contracts with a contract value of \$100,000.00 or more and is designed to provide information to assess a vendor’s authorization to do business in New York State, as well as your business integrity, financial and organizational capacity, and performance history. (Review of construction contractors will be based upon the Uniform Contracting Questionnaire developed by the Council of Contracting Agencies.)

Each vendor must answer every question contained in this questionnaire. Where a response requires additional information, the vendor must attach a written response that adequately details the requested information. Please number each response to match the question number. The completed questionnaire and attached responses will become part of the procurement record.

In order to expedite the required review, when providing additional information for a “YES” answer to Questions 14 a-s, or any other response which requires additional explanation, your information and responses should address the relationship of the issue to the proposed contract. Be brief, concise and to the point. Discuss as appropriate the following:

- Provide a description of the issue and identify the actions taken or currently being implemented to ensure that the issue will not occur again.
- State whether the staff and/or organizational component involved in the identified issue(s) will work on the proposed contract. If so, provide information to assure the agency that the issue will not be repeated.
- Identify the relationship (or lack thereof) between the product/services involved in the issue and the type of product/services proposed for this contract.
- State whether the issue will affect your financial or organizational ability to perform under the proposed contract.
- Provide copies of relevant documents or any other information that would assist the agency in its vendor responsibility evaluation.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing vendor’s business and operations, as an owner or officer of the vendor must attest to the questionnaire information. Please be advised that at the end of this questionnaire, you must certify, under oath, all responses given.

(continued)

New York State
Standard Vendor Responsibility Questionnaire

1. LEGAL BUSINESS NAME: _____
2. FEDERAL EMPLOYER ID NO. (FEIN): _____
3. D/B/A — Doing Business As (if applicable): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (if applicable): _____
5. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
6. TELEPHONE NUMBER: _____
7. FAX NUMBER: _____
8. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____
9. TYPE OF BUSINESS: (please check appropriate box and provide additional information)
 - a) Corporation State of Incorporation: _____
 - b) Sole Proprietor State/County filed in: _____
 - c) General Partnership State/County filed in: _____
 - d) Not-for-Profit Corporation Charities Registration Number: _____
 - e) Limited Liability Company (LLC) Jurisdiction filed: _____
 - f) Limited Partnership State/County filed in: _____
 - g) Other — Specify: _____ Jurisdiction Filed (if applicable) _____
10. IF NOT INCORPORATED OR FORMED IN NEW YORK STATE, PLEASE PROVIDE A CURRENT CERTIFICATE OF GOOD STANDING FROM YOUR STATE OR APPLICABLE LOCAL JURISDICTION.
11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), DIRECTOR AND MEMBER, as applicable:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____
 - f) _____
 - g) _____
 - h) _____
12. AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____

(continued)

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

13. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE? Yes No

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

14. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE¹ OR ANY PERSON INVOLVED IN THE BIDDING, CONTRACTING OR LEASING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (c) an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? Yes No
- (d) an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency? Yes No
- (e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (f) a federal, state or local government suspension or debarment from the contracting process? Yes No
- (g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? Yes No
- (h) a federal, state or local government denial of a lease or contract award for non-responsibility? Yes No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? Yes No

¹"Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

- (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? Yes No
- (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No
- (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local laws? Yes No
- (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? Yes No
- (n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles? Yes No
- (o) a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:
 - health laws, rules or regulations Yes No
 - unemployment insurance or workers' compensation coverage or claim requirements Yes No
 - ERISA (Employee Retirement Income Security Act) Yes No
 - human rights laws Yes No
 - federal U.S. Citizenship and Immigration Services laws Yes No
 - Sherman Act or other federal anti-trust laws Yes No
- (p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity? Yes No
- (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? Yes No
- (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? Yes No
- (s) a finding of non-responsibility by an agency or authority due to a violation of State Finance Law §139-j? Yes No

FOR EACH YES ANSWER TO QUESTIONS 14 a-s, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

15. DURING THE PAST THREE YEARS, HAS THE VENDOR FAILED TO:

- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? Yes No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? Yes No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

(continued)

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

16. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?

Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

17. DOES VENDOR HAVE THE FINANCIAL RESOURCES NECESSARY TO FULFILL THE REQUIREMENTS OF THE PROPOSED CONTRACT?

Yes No

(continued)

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

State of _____)
) **ss:**
County of _____)

CERTIFICATION:

The undersigned, personally and on behalf of the vendor identified in questions 1-3 above, does hereby state and certify to the New York State Office of General Services that the information given above is true, accurate and complete. It is further acknowledged that the State of New York and the Office of General Services will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and the State may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein. It is further acknowledged that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or may constitute a misdemeanor under Penal Law Sections 175.30, 210.35 or 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

Name of Business

Signature of Officer

Address

Typed Copy of Signature

City, State, Zip

Title

Sworn to before me this _____
day of _____ 20____.

Notary Public:
Registration No: _____
State: _____

(continued)

Appendix 2

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD)
Contractor Certification to Covered Agency (ST-220-CA)

(continued)

ST-220-TD
 (6/06)



New York State Department of Taxation and Finance

Contractor Certification

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

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

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()
Covered agency name OGS - PSG	Contract number or description		Estimated contract value over the full term of the contract (but not including renewals) \$ N/A	
Covered agency address Corning Tower, The Governor Nelson A. Rockefeller Plaza, Albany, NY 12242			Covered agency telephone number	

General information

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

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

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

Mail completed form to:

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

Privacy notification





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

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

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

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

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

Need Help?	
	Internet access: www.nystax.gov (for information, forms, and publications)
	Fax-on-demand forms: 1 800 748-3676
	Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
	To order forms and publications: 1 800 462-8100
	Sales Tax Information Center: 1 800 462-8100
	From areas outside the U.S. and outside Canada: (518) 485-6800
	Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
	Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

(continued)

Page 2 of 4 ST-220-TD (6/06)

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

Make only one entry in each section below.

Section 1 - Contractor registration status

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

Section 2 - Affiliate registration status

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

Section 3 - Subcontractor registration status

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

(continued)

Schedule A - Listing of each person (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such person exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration In Progress

- Column A - Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B - Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.
- Column C - Address - Enter the street address of person's principal place of business. Do not enter a PO box.
- Column D - ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.
- Column E - Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F - If applicable, enter an X if the person has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

(continued)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
 : SS.:
COUNTY OF _____ }

On the _____ day of _____ in the year 20____, before me personally appeared _____
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_____ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____ ; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): _____ he is the _____
of _____ , the corporation described in said instrument; that, by authority of the Board of
Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on
behalf of said corporation as the act and deed of said corporation.
- (If a partnership): _____ he is a _____
of _____ , the partnership described in said instrument; that, by the terms of said partnership,
_____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that,
pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act
and deed of said partnership.
- (If a limited liability company): _____ he is a duly authorized member of _____ LLC, the
limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf
of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the
foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited
liability company.

Notary Public

Registration No. _____

ST-220-CA

(6/06)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

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

Contractor name			For covered agency use only Contract number or description	
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)	
Estimated contract value over the full term of contract (but not including renewals)				
\$				
Contractor's telephone number ()		Covered agency name OGS - PSG		
Covered agency address Corning Tower, The Governor Nelson A. Rockefeller Plaza, Albany, NY 12242				Covered agency telephone number 518-474-1557

I, _____, hereby affirm, under penalty of perjury, that I am _____
 (name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:
 (Mark an X in only one box)

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

Sworn to this _____ day of _____, 20 ____

 (sign before a notary public)

 (title)

Instructions

General Information

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

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

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

When to complete this form

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

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

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

(continued)

Page 2 of 2 ST-220-CA (6/06)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: SS.:
COUNTY OF _____ }

On the day _____ of _____ in the year 20____, before me personally appeared _____ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_____ he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): _____ he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): _____ he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

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


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


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


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

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Need Help?

 **Internet access:** *www.nystax.gov*
(for information, forms, and publications)


 **Fax-on-demand forms:** 1 800 748-3676

 **Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

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

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