



Invitation For Bids

**IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN
BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY
(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

BID OPENING: DATE: June 2, 2015 TIME: 11:00 AM	TITLE: Group 35205 BODY ARMOR, LAW ENFORCEMENT (Soft, Hard, Ballistic, Stab & Riot) (Statewide) Classification Codes: 46
INVITATION FOR BIDS NUMBER: 22926	SPECIFICATION REFERENCE: As incorporated herein
CONTRACT PERIOD: October 1, 2015 through September 30, 2020	

DESIGNATED CONTACTS:	
PRIMARY CONTACT: Neilene Rabideau Contract Management Specialist 1 neilene.rabideau@ogs.ny.gov	SECONDARY CONTACT: Beverly Moore Contract Management Specialist 2 beverly.moore@ogs.ny.gov

The bid must be fully and properly executed by an authorized person. **By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying Law), and that all information provided is complete, true and accurate. By signing, Bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).**

Additional Procurement Lobbying information may be accessed at:
http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>	NYS Vendor Identification Number: <i>(See "New York State Vendor File Registration" clause)</i>
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Legal Business Name of Company Bidding:

D/B/A – Doing Business As (if applicable):

Street City State Zip County

If you are not bidding, place an "x" in the box and return this page only.
 WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.

Bidder's Signature: Title:	Printed or Typed Name: Date:
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Phone: () ext ()	Toll Free Phone: () ext ()
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Fax: () ext ()	Toll Free Fax: () ext ()
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Email Address:	Company Web Site:
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If applicable, place an "x" in the appropriate box (check all that apply):	<input type="checkbox"/> Small Business #Employees	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Women Owned Business
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If applicable, place an "x" in the appropriate box (check all that apply):	<input type="checkbox"/> Manufactured Within New York State	<input type="checkbox"/> Manufactured Outside New York State
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FOR PROCUREMENT SERVICES USE ONLY

P.R. #	LIT <input type="checkbox"/>	MEMO <input type="checkbox"/>	LET <input type="checkbox"/>	OTHER <input type="checkbox"/>	MISSING PAGE#
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- Attachment 2 – General Questions (Excel)
- Attachment 3 – Manufacturer’s Certificate (pdf)
- Attachment 4 – Insurance Requirements (pdf)
- Attachment 5 – New York State Required Certifications (pdf)
- Attachment 6 – Inquiries Template (Excel)
- Attachment 7 – Bid Submittal Checklist (Excel)
- Attachment 8 – Encouraging Use of New York State Businesses (pdf)
- Attachment 9 – Report of Contract Purchases (Excel)
- Attachment 10 – Dealer-Distributor Information (pdf)
- Attachment 11 – Contract Update Form (pdf)
- Appendix A – Standard Clauses for New York State Contracts (01-14)
- Appendix B – General Specifications (06-14)

SECTION I - INTRODUCTION

I.1 OVERVIEW & SCOPE

I.1.1 OVERVIEW

This Invitation for Bids (IFB) is issued by the New York State Office of General Services Procurement Services. The intent of this Invitation for Bids is to establish multiple award/multiple source contracts for Law Enforcement Body Armor (Soft, Hard, Ballistic, Stab & Riot). The commodities contracts awarded as a result of this Invitation for Bid (IFB) will be a centralized contract for use by New York State Agencies and Authorized Non-State Agencies Participating in Centralized Contracts. Accordingly, references to the State and its Agencies as Authorized Users under this solicitation and the ensuing contract encompasses and includes all such entities within the definition of "Authorized User" set forth in Appendix B.

You must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications about this solicitation. Navigate to the "I want to find contracts to bid on" page to register for your free account. Answers to all questions of a substantive nature will be provided to all registered Bidders in the form of a question and answer document which will be posted on the OGS website and announced through the New York State Contract Reporter site.

I.1.2 SCOPE

This IFB outlines the terms and conditions, and all applicable information required for submitting a bid. A Bidder should pay strict attention to the bid submission date and time to prevent disqualification. To insure compliance with bid requirements and prevent possible disqualification, Bidder must follow the format and instructions in Section III.1.

The purpose of this IFB and resultant contracts is to provide Authorized Users with a means of acquiring Law Enforcement Body Armor (Soft, Hard, Ballistic, Stab & Riot) per the detailed specifications listed in Section I.2.

Bids shall be accepted only from established manufacturers or their authorized dealers/distributors.

All products are to be **new**, not remanufactured, not seconds, not surplus.

Award(s) shall be made by ITEM to the lowest price responsive and responsible bidder(s) who are able to meet the terms and conditions of this solicitation. An ITEM is comprised of a Manufacturer's **COMPLETE** body armor product line. Bids must not be limited to a single product, incomplete, partial or selected products. **Failure to supply the Manufacturer's COMPLETE body armor product line will result in your bid being considered non-responsive and your offer will no longer be considered for an award.**

Only one award shall be made for each ITEM. Discounts/cost+ may be used to identify and establish low net prices for the purposes of ranking and evaluating. Note: While this IFB has LOT segregation, award is by ITEM.

Such Contractor(s) shall provide manufacturer(s) complete Body Armor product lines including, but not limited to, tactical, body armor threat level III and above, bomb suits, stab resistant, and riot control. **All manufacturer(s) must carry the most current NIJ certification on the appropriate product line listed in Section I.2.**

The awarded bidder(s) will be awarded a five-year agreement, with potential extension under the same terms and conditions for an additional one-year time period, not to exceed a total contract term of six (6) years in accordance with the Section VIII.2 Contract Period and Renewals clause.

The awarded bidder(s) will be responsible to comply with all stated requirements including the following:

- A. Insurance Requirements set forth in "Attachment 4 – INSURANCE REQUIREMENTS";
- B. Any changes in Contractor(s)'s or Authorized Dealer/Distributor(s)'s contact information.
- C. All recurring reporting requirements in accordance with the "ADMINISTRATIVE AND REPORTING REQUIREMENTS" clause in Section VII.3 and set forth in "Attachment 9 – Report of Contract Purchases", including but not limited to the following.

1. REPORT OF CONTRACT PURCHASES

2. AUTHORIZED USER SALES REPORTS

Bidder shall offer pricing based on the referenced items as outlined in Section I.2 – DETAIL SPECIFICATIONS.

I.2 DETAIL SPECIFICATIONS

Bidders shall supply complete supporting documentation as outlined in this section with their bid submission. Failure to supply supporting documentation with your bid may result in your bid being considered non-responsive and your offer will no longer be considered for an award.

I.2.1 GENERAL DESCRIPTION:

Bids shall be accepted only from established manufacturers or their authorized dealers/distributors.

All products are to be **new**, not remanufactured, not seconds, not surplus.

Bids must not be limited to a single product, incomplete, partial or selected products.

Failure to supply the manufacturer's COMPLETE body armor product line will result in your bid being considered non-responsive and your offer will no longer be considered for an award.

LOT I - SOFT BODY ARMOR

Bids will be accepted for Soft Body Armor product lines consisting of vests and any accessories that may accompany vests.

There has been a demonstrated need to obtain the manufacturer(s) product lines listed below. Bids for other manufacturer(s) of Soft Body Armor products must comply with the requirements of the "Alternate Offers" provisions herein.

Central Lake Armor Express Inc. d/b/a Armor Express

Safariland LLC

GH Armor Systems Inc.

Survival Armor Inc.

Point Blank Enterprises Inc.

LOT II - HARD BODY ARMOR and RELATED PROTECTION PRODUCTS

Bids will be accepted for product lines primarily consisting of Hard Body Armor including, but not limited to, rigid ballistic shields, riot shields, helmets and visors.

There has been a demonstrated need to obtain the manufacturer(s) product lines listed below. Bids for other manufacturer(s) of Hard Body Armor products must comply with the requirements of the "Alternate Offers" provisions herein.

Baker Ballistics LLC

Safariland LLC

Central Lake Armor Express Inc. d/b/a Armor Express

Survival Armor Inc.

Point Blank Enterprises Inc.

United Shield International LLC

ALTERNATE OFFERS TO LOT I AND/OR LOT II

Bidder wishing to offer a Manufacturer's entire body armor product line not specifically listed in Lot I and/or Lot II, may do so by filling in the Manufacturer's Name being offered under "Alternate Offer" on the corresponding Lot worksheet in Attachment 1 - Price Pages. Basis for award will be the same as other items listed. This is not an invitation to offer alternative law enforcement equipment used in the line of duty. **Only alternate Manufacturers' entire body armor product lines containing body armor and body armor accessories will be considered.**

Bidder offering an Alternate Offer must maintain a business establishment with the capacity to process and ship large numbers of orders of the products offered (e.g., orders for over 100 units) to any ordering entity. A unit shall be considered a complete vest or other product which can be used by itself (i.e., helmet, shield, etc.).

Bidder offering an Alternate Offer must provide "proof of need" with their bid submission, which shall be demonstrated by the following:

- Copies of invoices/purchase orders/contracts, etc. documenting sales of a minimum of \$100,000 in the past year for this manufacturer's line of body armor to any public entity (e.g. GSA schedule, NYS Contract, another state contract, sales to county, city, town, village).

I.2.2 CERTIFICATION:

National Institute of Justice (NIJ):

Body Armor, Ballistic-resistant: All ballistic-resistant vests must carry the NIJ Standard-0101.06 July 2008 certification. If the NIJ updates this standard, contractor(s) must carry the current NIJ Standard certification for products at time of delivery.

Body Armor, Stab-resistant: All stab-resistant vests must carry the NIJ Standard-0115.00 September 2000 certification for Protection Class: Spike and Edged Blade. If the NIJ updates this standard, contractor(s) must carry the current NIJ Standard certification for products at time of delivery.

"Dual-Purpose" Ballistic and Stab must carry the NIJ Standard certification under each product type.

I.2.3 QUALITY:

All products shall be of high quality materials and without any manufacturing and/or product defects or imperfections.

I.3 INFORMATION TO BE FURNISHED WITH BID

The bidder shall submit with its bid offer, detailed specifications or other product information (via circulars or by providing a link to website where specification can be found), on the product to be furnished. Failure to submit any of the data may result in rejection of the bid. The State reserves the right to request any additional information deemed necessary for the proper evaluation of bid offer.

OGS Procurement Services may require additional documentation to determine that bidder's offer meets the detail specification. The bidder will be given a date by which the requested documents must be provided. If the bidder fails to submit the documentation, your bid may be considered non-responsive. If bidder is unable to meet the deadline set forth, the bidder must request an extension in writing prior to the given deadline. Upon review, OGS will either provide a new deadline or consider bidder non-responsive and bidder's offer will no longer be consider for an award.

I.4 ESTIMATED QUANTITIES

The historical dollar value for the previous five-year period was approximately \$2,437,954 annually. Past contract performance does not imply nor guarantee future sales. The individual value of each awarded contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. A Contractor will be responsible to provide items to all Authorized Users during the contract period. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

Past sales (Annual) per manufacturer are described below:

Baker Ballistics LLC	\$1,989
Central Lake Armor Express Inc. d/b/a Armor Express	\$224,594
GH Armor Systems Inc.	\$75,696
Point Blank Enterprises Inc.	\$796,426
Safariland, LLC	\$1,006,765
Survival Armor Inc.	\$529,459
USI Holdings, LLC d/b/a United Shield International LLC	\$71,028

I.5 KEY EVENTS/DATES

EVENT	DATE	TIME
Deadline for Bidder Submission of Questions	May 5, 2015	4:00 PM
Deadline for Bidder Submission of Manufacturer's Price List (if not nationally published) per Section IV.1	May 22, 2015	N/A
Submission of Bid and Bid Opening	June 2, 2015	11:00 AM

I.6 INQUIRIES AND DESIGNATED CONTACTS

All inquiries concerning this IFB must be addressed to the following OGS Designated Contact(s):

<u>PRIMARY CONTACT</u>	<u>SECONDARY CONTACT</u>
Neilene Rabideau Contract Management Specialist 1 Email: neilene.rabideau@ogs.ny.gov	Beverly Moore Contract Management Specialist 2 Email: beverly.moore@ogs.ny.gov

All questions must be submitted in writing using Attachment 6 – Inquiries Template, citing the particular IFB document name and document section. The Inquiries Template must be e-mailed to neilene.rabideau@ogs.ny.gov by Tuesday, May 5, 2015 at 4:00 ET. When emailing Attachment 6 to the designated contacts, a Bidder should annotate the subject of its submission as follows: "Inquiry for IFB 22926 – Body Armor".

A Bidder is strongly encouraged to submit questions at the earliest convenience. A Bidder should note that all clarifications including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Answers to all questions of a substantive nature will be provided to all Prospective Bidders in the form of a question and answer document which will be posted and released through the New York State Contract Reporter.

I.7 PRE-BID CONFERENCE

There is no PRE-BID CONFERENCE for this Invitation for Bids.

I.8 NEW YORK STATE PROCUREMENT RIGHTS

New York State reserves the right to:

1. Reject any or all proposals received in response to the IFB;
2. Withdraw the IFB at any time, at the Agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
5. Seek clarifications and revisions of bids;
6. Clarify product substitutions or equivalents;
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent IFB amendments;
9. Change any of the scheduled dates with notification through the NYS Contract Reporter;

10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
11. Waive any requirements that are not material;
12. Utilize any and all ideas submitted in the bids received;
13. Have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent of the scope of the IFB. This flexibility may permit a reasonable outcome in cases where the result of a fair, competitive process are clear but the award of a Contract is threatened due to a minor technicality or a minor deviation.
14. Adopt all or any part of a Bidder's proposal in selecting the optimum configuration.
 - a) Negotiate with the Bidder responding to this IFB within the IFB requirements to serve the best interests of the State;
 - b) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
 - c) Should the State of New York be unsuccessful in executing a Contract with the selected Bidder within 90 days of notification of tentative contract award, the State may begin Contract negotiations with the next lowest price Bidder in order to serve the best interests of the State of New York;

I.9 IFB DOCUMENTS

This IFB is composed of the following documents:

This IFB Document

Appendix A – Standard Clauses for New York State Contracts (January 2014)

Appendix B – General Specifications (June 2014)

Attachment 1 - Price Pages

Attachment 2 - General Questions

Attachment 3 - Manufacturer's Certificate

Attachment 4 - Insurance Requirements

Attachment 5 - New York State Required Certifications

Attachment 6 - Inquiries Template

Attachment 7 - Bid Submittal Checklist

Attachment 8 - Encouraging Use of New York State Businesses

Attachment 9 - Report of Contract Purchases

Attachment 10 - Dealer/Distributor Information

Attachment 11 - Contract Update Form

I.10 DEFINITIONS/ACRONYMS

The terms used in this IFB shall be defined in accordance with Appendix B (General, §2 Definitions). In addition, the following definitions shall apply.

“Authorized User(s)” as defined in Appendix B.

“Ballistic/Ballistic-resistant” shall refer to body armor that protects against bullet penetrations and the blunt trauma associated with bullet impacts.

“Bidder” or “Offeror” or “Offerer” shall refer to any business entity who submits a response to this IFB. At the time that the Bidder executes a contract with the State for their services, a Bidder shall become a “Contractor”. See also “Contractor”.

“Commissioner” shall mean the Commissioner of the Office of General Services or duly authorized representative.

“**Contract**” as defined in Appendix B.

“**Contractor**” shall refer to a responsive and responsible Bidder who has offered the lowest price for the IFB and is working under an executed contract with New York State. Contractor is a general term.

“**Issuing Office**” shall refer to the Office of General Services.

“**Invitation for Bids (IFB)**” shall refer to this document, and its appendices and attachments.

“**ITEM**” is comprised of a Manufacturer’s COMPLETE body armor product line.

“**May**” denotes the permissive in a contract clause or specification. Also see “Shall” and “Must”.

“**Mfg**” is an abbreviation for manufacturer(s).

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

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

“**n/a**” is a common abbreviation for not applicable or not available, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.

“**NIJ**” shall mean the National Institute of Justice.

“**NYS Holidays**” refers to the legal holidays for State Employees in the Classified Service of the Executive Branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.
http://www.cs.ny.gov/attendance_leave/TM_40.cfm

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

“**Preferred Source Offering**” shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.

“**Preferred Source Program**” shall refer to the special social and economic goals set by New York State in State Finance Law §162 that require a governmental entity purchase select commodities and services from designated organizations when the commodities or services meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State preferred sources include: Corcraft; New York State Preferred Source Program for People Who Are Blind; New York State Industries for the Disabled; and the Office of Mental Health. These requirements apply to a state agency, political subdivision and public benefit corporation (including most public authorities).

“**Puncture-resistant**” see “Stab-resistant.”

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

“**Stab/Stab-resistant**” shall refer to body armor that protects against penetration of knife blades or other spike-style weapons as defined by NIJ Stab-Resistant Standard 0115.00.

“**The State**” shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

“a **Unit**” shall be considered a complete vest or other product which can be used by itself (i.e., helmet, shield, etc.).

“**0 (Zero)**” is both a number and the numerical digit used to represent that number in numerals. It is the integer immediately preceding 1 (one).

SECTION II – GENERAL TERMS AND CONDITIONS

II.1 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 the Contractor 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 (<http://ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement's Customer Services at 518-474-6717.

II.2 "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the products included in the IFB and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3)(a)v. This means that State agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price

-and/or-

2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

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

II.3 PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People Who Are Blind and NYS Industries for the Disabled, and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant contract(s) may be available from one or more preferred sources. In the Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources.

SECTION III - PROCUREMENT PROCESS AND SUBMISSION REQUIREMENTS

III.1 FORMAT AND CONTENT OF BID SUBMITTAL

To be considered responsive, a Bidder must submit a complete bid that satisfies and addresses all requirements stated in the IFB. A BID THAT FAILS TO CONFORM TO ALL REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.

Portions of the successful Bidder(s)'s bid and of this IFB shall be incorporated into a final Contract. Therefore, the bid must be signed by a partner, corporate officer or other person authorized to commit their firm to all provisions of the IFB and its bid as submitted.

Once a Contract(s) is awarded, the OGS website will include a notice of contract award, contract updates, price list and Contractor(s)'s contact information.

III.1.1 – IFB FORMAT & SUBMITTAL

Bidder should submit their bid proposal in both Hard Copy and on Electronic Media (CD or Flash Drive). If a Bidder does not submit their bid in the format required, the Bid may be deemed non-responsive. In the event that there are any inconsistencies between the electronic submissions versus hard copy submissions, the electronic copy will be deemed controlling by OGS when reviewing the IFB submittal.

The **Hard Copy** bid proposal should be submitted in a loose-leaf three ring binder so that update pages can be easily incorporated. This binder should have the official name of the Bidder's organization(s) as well as the Group Number and Bid Number on the outside front cover and the spine. The materials in the binder (as indicated) should contain the **original ink signature(s)** of an official(s) authorized to bind the Bidder to its bid. The binder should have all documents listed below separated by marked dividers (i.e., Bid Signature Page and Acknowledgement Form, Attachment 1, Attachment 2, etc.):

The following documents should be included in the binder:

- Pages 1 and 2 of the Invitation for Bid with **ORIGINAL** ink Signatures (Bid Signature Page and Acknowledgement Form)
- Attachment 1 – Price Pages (printed from electronic version)
- Attachment 2 – General Questions (2 worksheets – printed from electronic version)
- Attachment 3 – Manufacturer's Certificate (printed and signed). Required if the bidder is not a Manufacturer.
- Attachment 4 – Proof of Compliance with Workers' Compensation Coverage and Disability Benefits Requirements as specified in Attachment 4 – Insurance Requirements
- Attachment 5 – New York State Required Certifications with **ORIGINAL** ink signature (printed and signed)
- Attachment 7 – Bid Submittal Checklist (printed from electronic version)
- Attachment 8 – Encouraging Use of New York State Businesses (printed)
- Attachment 10 – Dealer/Distributor Information (printed from electronic version)
- ST-220 CA (with **ORIGINAL** ink signature) or within 5 days of notification (Section VI.4)
- Equal Employment Opportunity Staffing Plan EEO 100 (Section VII.1) with **ORIGINAL** ink signature
- Vendor Responsibility Questionnaire as outlined in Section VI.3
- Supporting Documentation as outlined in Section I.3 -Information To Be Furnished With Bid

In the event a Bidder may need to submit amendments to their bid prior to the Bid Submission Deadline, any amended pages submitted by a Bidder to be incorporated into the bid, should show the date of the revision and indicate the portion of the page being changed. One (1) Hard Copy of amended page(s) and a new CD or Flash Drive shall be submitted indicating the date of revision.

The **Electronic Media** shall be submitted on a CD or Flash Drive (documents submitted in Excel format should NOT be Protected) and should include:

- Pages 1 and 2 of the Invitation for Bid (Bid Signature Page and Acknowledgement Form) printed, signed, and scanned into PDF format
- Attachment 1 - Price Pages (Excel 2013 or lower format)
- Attachment 2 – General Questions (2 worksheets) (Excel 2013 or lower format)

- Attachment 3 – Manufacturer’s Certificate (printed, signed, and scanned into PDF format). Required if the bidder is not a Manufacturer.
- Attachment 4 – Proof of Compliance with Workers’ Compensation Coverage and Disability Benefits Requirements as specified in Attachment 4 – Insurance Requirements (scanned into PDF format)
- Attachment 5 – New York State Required Certifications (printed, signed, and scanned into PDF format)
- Attachment 7 – Bid Submittal Checklist (Excel 2013 or lower format)
- Attachment 8 – Encouraging Use of New York State Businesses (printed, completed, and scanned into PDF format)
- Attachment 10 – Dealer-Distributor Information (printed, completed, and scanned into PDF format)
- Manufacturer’s Price List (Excel 2013 or lower format)
- Net Price List (Excel 2013 or lower format)
 - Net Price List should consists of the following columns from the Manufacturer’s Price List at a minimum:
 - Manufacturer’s Item #;
 - Manufacturer’s Mode I#;
 - Description of product;
 - Designation for use (Concealable, Ballistic, Stab, Tactical, Riot, or Special Use, etc.)
 - Threat Level
 - Manufacturer’s price column being bid (including Manufacturer’s price);
 - Discount/cost+ percentage being bid;
 - Net Price for NYS Contract users;
 - Revision/Effective Date and Page Numbers in the Header/Footer section.
 - If both Soft Body Armor and Hard Body Armor are offered in the same Manufacturer’s Price List, Bidder should clearly identify which products are Soft Body Armor offerings (Lot I) and which are Hard Body Armor offerings (Lot II).
- Price Justification as outlined in Section IV.3
- ST-220 CA (printed, signed, and scanned into PDF format) or within 5 days of notification (Section VI.4)
- Equal Employment Opportunity Staffing Plan EEO 100 (Section VII.1), scanned into PDF format
- Vendor Responsibility Questionnaire as outlined in Section VI.3
- Supporting Documentation as outlined in Section I.3 -Information To Be Furnished With Bid

Each bulleted item should be saved in its own file, properly marked as to its contents and saved to one (1) CD or Flash Drive.

Attachment 6, Attachment 9, and Attachment 11 do not need to be returned.

III.1.2 - PACKAGING OF IFB RESPONSE

A complete bid package consists of one (1) binder, (1) CD or Flash Drive. If using a commercial delivery company that requires their shipping package or envelope to be used, your bid must be placed within the second sealed package or envelope labeled as detailed below. This will ensure that your bid/proposal is not prematurely opened.

Bidder's offer must be submitted in sealed packages and received on or before **11:00 AM ET on Tuesday, June 2, 2015.**

III.1.3 - INSTRUCTIONS FOR IFB SUBMISSION

Hand Deliveries

A Bidder must allow extra time to comply with the Building Access procedures (see Section III.3 below) in effect at the Empire State Plaza when hand delivering bids or using deliveries by independent courier services. A Bidder assumes all risks for timely, properly submitted deliveries.

For Electronic Media, use label format shown below on the left. Label, sign and date (**please use a felt-tipped pen**). Affix to front of CD case/ flash drive (place in mailer) and Bid Samples carton (if applicable). Enclose Mailer, Binder (hard copy of the bid) and Bid Samples (if applicable) in a shipping carton. Address shipping carton according to shipping label format seen below right.

Electronic Media Label Format

Co. Name: _____ Group 35205 – Body Armor, Law Enforcement IFB #22926 Bid Opening Date: June 2, 2015 Time: 11:00 AM Signature: _____ Date: _____

Shipping Label Format

FROM: _____ _____ _____ _____
B. O. DATE: June 2, 2015
B. O. Time: 11:00 A.M.
Group No.: 35205 – Body Armor, Law Enforcement
IFB No.: 22926

Mail to:
PROCUREMENT SERVICES
NYS OFFICE OF GENERAL SERVICES
CORNING TOWER 38TH FL RECEPTION DESK
EMPIRE STATE PLAZA
ALBANY NY 12242-0064

BIDDERS TAKE SPECIAL NOTE OF THE FOLLOWING:

1. The complete bid package must be received by OGS by the date and time of the bid opening.
2. Any bid pricing not submitted in accordance to this IFB shall be rejected.
3. Any bid pricing or portion(s) thereof submitted on electronic media that are blank or cannot be opened/accessed must be rejected.
4. OGS Procurement Services reserves the right to reject any bid submission or portion(s) thereof determined to have been altered/modified from the original format by the vendor. Such alterations/modifications include, but are not limited to, any change(s) to document header(s), footer(s) and/or cell(s); unprotecting worksheet(s)/workbook(s); hiding/unhiding cell(s)/column(s)/row(s)/worksheet(s); and locking/unlocking cell(s).
5. Only those cells provided for entering bid information and vendor information are to be accessed by the vendor.

III.2 LIABILITY AND VALIDITY

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a Contract.

Proposals must be received in the above office on or before 11:00 AM ET on **June 2, 2015**. Bidder assumes all risks for timely, properly submitted deliveries. A Bidder is strongly encouraged to arrange for delivery of bids to OGS prior to the date of the bid opening. LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered. The received time of IFBs will be determined by OGS using the clock at the above noted bid receipt location.

IFBs must remain open and valid for at least 60 days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 60 day period until either tentative award of the Contract by OGS is made or withdrawal of the proposal in writing by Bidder. Tentative award of the Contract shall consist of written notice to that effect by OGS to a successful Bidder, who shall thereupon be obligated to execute a formal Contract.

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

III.3 IMPORTANT BUILDING ACCESS PROCEDURES

To access the Corning Tower, all visitors must check in by presenting photo identification at the Information Desk. A Bidder who elects to deliver its proposal is encouraged to pre-register for building access by contacting the Procurement Services receptionist at 518-474-6262 at least 24 hours prior to the bid submission date.

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

NOTE: Bids not received within the Procurement Services office by the time and date specified will be considered late.

III.4 BID OPENING RESULTS

Procurement Services posts bid information on the OGS web page. The web page makes available bid information about the list of bidders that responded to the IFB. 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.ny.gov/purchase/bidresults/bidresults.asp>

III.5 DISPUTE RESOLUTION POLICY

It is the policy of the OGS Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Procurement Services bid solicitations, contract awards and contract administration. Procurement Services encourages vendors to seek resolution of disputes through consultation with Procurement Services staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of OGS'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 (<http://www.ogs.ny.gov/>).

III.6 BIDDER DEBRIEFING

Unsuccessful Bidders shall be notified upon Notification of Tentative Award to the winning Contractor(s). A Bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be made both prior to and after Contract is awarded. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that Bidder's proposal or bid. The debriefing prior to Contract award should be requested in writing within 14 calendar days of notification that the bid or proposal was disqualified from further consideration or that the Bidder was a non-awardee.

After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a

Contract award. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. The post-award debriefing should be requested in writing within 30 calendar days of posting of the Contract award on the OGS website.

III.7 CONFLICT OF TERMS

The following shall be incorporated into the resulting Contract. Other documents may be identified for inclusion during the course of the solicitation process. Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Invitation for Bids;
3. Appendix B, General Specifications; and
4. Other Appendices and attachments as deemed necessary.

SECTION IV - COST PROPOSAL REQUIREMENTS

IV.1 PRICE

All price sheets shall be nationally published unless no such publications exist. In such event, BIDDER MUST AT LEAST 10 DAYS PRIOR TO BID OPENING, NOTIFY THE DESIGNATED CONTACT FOR THIS SOLICITATION THAT NO NATIONALLY PUBLISHED PRICE LIST EXISTS AND PROVIDE TO OGS PROCUREMENT SERVICES THE AVAILABLE PRICE LIST FROM THE MANUFACTURER SO THAT OGS MAY DETERMINE WHETHER TO ACCEPT OR REJECT IT IN ADVANCE OF THE BID OPENING.

If Soft Body Armor and Hard Body Armor are both offered in the same manufacturer's nationally published price list, Bidder should clearly identify which items are Soft Body Armor offerings and which are Hard Body Armor offerings under each Lot being bid (see Section III.1.1).

New York State and its authorized users are exempt from Federal Excise Tax (F.E.T.) and State and Local Sales Tax. Price shall be net, F.O.B. destination any point in New York State as designated by the ordering agency and shall include:

- Tailgate delivery including unloading at an armory or to the quartermaster.
- All customs, duties and charges.
- Expansion of delivery locations upon mutual agreement per the "Extension of Use" clause.

Price submitted with bid must remain in effect through January 2016. Thereafter, new price lists will be considered when published by the manufacturer in its normal manner (see Price Changes Clause).

IV.2 DISCOUNTS

Discounts shall be expressed as a percent discount/cost+ from a body armor manufacturer's nationally published price list in effect at the time of bid opening.

If more than one price column is listed on the manufacturer's price list, bidder shall identify on the price pages (Attachment 1) to which column the discount should be applied. For each Lot, only ONE discount per ITEM is allowed.

Reduction in discounts will not be allowed and is specifically excluded from the terms and conditions of this IFB, its specifications and subsequent contract award.

Increases in discounts or price decreases are permitted at any time.

IV.3 PRICE JUSTIFICATION

It will be the responsibility of the bidder to provide proper acceptable documentation (e.g. links to other State or Federal contracts held by the bidder for the same manufacturer's products) to demonstrate that pricing being offered to New York State is equal to or better than other Federal or State contracts to justify reasonableness of price.

IV.4 LOWER PRICING

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

IV.5 UNWORKABLE PRICE STRUCTURE

Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions, or result in prices 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 solicitation. 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 OGS of that fact in order that OGS may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services. Such notification shall not relieve the Contractor of its responsibilities under the contract.

IV.6 VOLUME DISCOUNTS

A Bidder is encouraged to offer its best possible pricing through the bid pricing on Attachment 1 – Price Pages. However, all contract users are encouraged to negotiate lower pricing with Contractor(s) whenever large volume purchases to a single delivery location are being made (e.g., orders for over 100 units). A unit shall be considered a complete vest or other product which can be used by itself (i.e., helmet, shield, etc.).

SECTION V - EVALUATION PROCESS AND SELECTION CRITERIA

V.1 RECEIPT OF BID

Receipt of bid documents does not indicate that the OGS Procurement Services has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

V.2 METHOD OF AWARD

Award(s) shall be made by the lowest price bid per ITEM for each Lot by a responsive and responsible bidder. The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. The determination of an unbalanced bid shall be at the sole discretion of the State.

Bid ranking shall be determined based on Administrative, Technical and Financial Evaluations outlined below. The Bidder(s) with the lowest price bid after the review of all three (3) criteria will be considered for an award.

V.2.1 EVALUATION PROCESS

- After the bid opening, each Bidder's offer per ITEM for each Lot, will be ranked, lowest to highest, based on net price offered for the 1-10 unit(s) level. An ITEM is comprised of a Manufacturer's COMPLETE body armor product line. Net prices may be determined by applying discounts/cost+ to one or more selected products from applicable Manufacturer(s) price list.
- The evaluation for the Administrative and Technical steps will begin with the bidder who has the lowest price bid for each ITEM. The Bidder for the lowest price bid for the ITEM that meets the Administrative Screening,

will then proceed to the Technical Evaluation. If the low Bidder meets the Administrative and Technical steps for the ITEM, then no further review of the remaining Bidders for that item will be conducted. If the low Bidder fails, then the same steps will be conducted with the Bidder who has the second lowest price bid for the ITEM. This process will continue until a Bidder for each ITEM passes both the Administrative and Technical steps.

- The Administrative Bid Screening will be screened for completeness and conformance with requirements for bid submission as specified in Section VI Administrative Proposal Requirements. Bids that do not meet the Administrative requirements as set forth in this IFB may be deemed non-responsive and given no further consideration.
- The Technical Evaluation will be based on requirements set forth in "Attachment 2 - GENERAL QUESTIONS". Failure to meet any mandatory specifications found in this IFB may result in a Bidder's removal from further consideration.

V.3 NOTIFICATION OF AWARD

The successful Bidder(s) shall be advised by OGS in accordance with §26 of Appendix B. Tentative award(s) of the Contract shall consist of written notice to that effect by OGS to a successful Bidder(s), who shall thereupon be obligated to execute a formal Contract.

SECTION VI - ADMINISTRATIVE PROPOSAL REQUIREMENTS

VI.1 MANDATORY REQUIREMENTS

In order to be eligible for consideration under this solicitation, a Bidder must affirm its agreement to comply with the following requirements:

1. Section VI.5 - Qualifications of Prospective Bidders clause. Such affirmations are set forth in Attachment 2 – General Questions on the tab entitled "Bidder Agreements":
2. Agreement to obtain all necessary Insurance requirements as outlined in "Attachment 4 – INSURANCE REQUIREMENTS".
3. Agreement to all reporting requirements in accordance with Section VII.3 - "ADMINISTRATIVE AND REPORTING REQUIREMENTS".

VI.2 NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) who accept payment directly from the State must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the Bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this bid document.

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID number from OGS. Complete the OSC Substitute W-9 Form (http://osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of your bid. Please send this document to the Designated Contact listed on the cover page of this solicitation. The OGS will initiate the vendor registration process for all Bidders. Once the process is initiated, registrants will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management/.

VI.3 NYS VENDOR RESPONSIBILITY QUESTIONNAIRE

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

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

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

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

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, at her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

VI.4 TAX LAW §5-A

A Bidder is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Bidder filed the ST-220-TD with NYS Department of Taxation and Finance (DTF). Note: NYS Department of Taxation and Finance receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. It is strongly recommended that Form ST-220-CA 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 shall complete and return the certification forms within five (5) 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. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form No. ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. 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 submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

Form ST-220-CA should be filed with the Bid and submitted to the OGS. If the form is not submitted with the Bid, the Bidder must submit the completed form to OGS within five (5) business days of receiving a written request to do so from OGS.

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.

Vendors may call DTF at 518-485-2889 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.tax.ny.gov/>

VI.5 QUALIFICATIONS OF PROSPECTIVE BIDDERS

Bidder is advised that the State's intent in having requirements listed below is to ensure that a qualified and reliable Contractor is awarded a Contract. OGS retains the right to request any additional information pertaining to the Bidder's ability and qualifications. A Bidder shall meet the following qualifications:

1. Bids will be accepted only from established Manufacturers or their authorized dealers (See Section VI.6 – AUTHORIZED DEALER/MANUFACTURER'S CERTIFICATE).
2. All Manufacturer(s) must carry the most current NIJ certification on the appropriate product line.
3. Bidder must maintain a business establishment capable of processing and shipping large numbers of orders (e.g., orders for over 100 units) to any ordering entity (See Section I.2.2 ALTERNATE OFFERS). A unit shall be considered a complete vest or other product which can be used by itself (i.e., helmet, shield, etc.).
4. Bidder for Alternate Offers must provide "proof of need" with their bid submission (See Section 1.2.2 ALTERNATE OFFERS).
5. A Bidder shall certify its commitment to meet all requirements in Attachment 2 – GENERAL QUESTIONS, tab entitled "BIDDER AGREEMENTS".

VI.6 MANUFACTURER'S CERTIFICATE:

If a Bidder's Federal Identification Number (FIN) is different than the manufacturer's FIN, such Bidder must submit a completed Manufacturer's Certificate (Attachment 3 - Manufacturer's Certificate) for each Manufacturer's Body Armor product line bid.

Bids will only be accepted from established Manufacturers or Authorized Dealers/Distributors. Through completion and submission of the Manufacturer's Certificate, the Manufacturer hereby guarantees that the Bidder is an authorized Dealer/Distributor and, has agreed to supply the Bidder with all quantities of products required by the Bidder in fulfillment of its obligations under any resultant contract with the State. Bidders shall provide a completed certificate from the Manufacturer acknowledging this level of support (see Attachment 3 – MANUFACTURER'S CERTIFICATE).

The "MANUFACTURER'S CERTIFICATE" is to be forwarded by the Bidder to its proposed manufacturer(s) for completion, and returned to the Bidder for inclusion with its bid offer. The Commissioner reserves the right to investigate or make any inquiry into the capabilities of any Bidder to properly perform under any resultant contract. See "Participation in Centralized Contracts" and "Employees/Subcontractors/Agents" in Appendix B, OGS General Specifications.

VI.6.1 AUTHORIZED DEALERS/DISTRIBUTORS:

If Authorized Dealer(s)/Distributor(s) will be used to service the contract, a list of the Dealer(s)/Distributor(s) including phone numbers, fax numbers and contacts should accompany your bid (see Attachment 10 – Dealer-Distributor Information). Order and payment routing must also be stated on the list of service representatives, i.e., all orders and payments to be made directly to contractor, or orders to be placed c/o the dealer with payments to contractor, etc. If contract payments are to be made directly to dealer, bidder shall provide the designated Authorized Dealer(s)/Distributor(s)' Federal Employer Identification Number and NYS Vendor Identification Number with bid. If no instructions are included, orders and payments will be directed to the Contractor. **It shall be the Contractor's responsibility to compile and submit Reports of Contract Purchases from its Dealer(s)/Distributor(s).**

Bidder understands that bid submission indicates their ability to supply all potential contract users, i.e., State agencies, local law enforcement agencies, etc.

Addition or removal of Authorized Dealers/Distributors to the resulting contract must be submitted to OGS by the Contractor and sales may not be made by new Dealers/Distributors until OGS has approved the addition and posted it on our website.

NOTE: See separate "REPORT OF CONTRACT PURCHASES" and "PRICE CHANGES" Clause.

VI.7 INSURANCE

A Bidder is required to submit proof of Workers' Compensation and Disability Insurance with its bid submission or within five (5) business days of bid opening. After notification of tentative award, Bidder shall be required to procure all required contract-specific insurance (Attachment 4 – INSURANCE REQUIREMENTS) within five (5) business days of notification of tentative award. Bidder shall affirm its agreement to obtain all required contract-specific insurance in Attachment 2 – GENERAL QUESTIONS.

VI.7.1 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. Proof of compliance with Workers' Compensation and Disability Benefits Coverage requirements must comply with the requirements set out in Attachment 4 – Insurance Requirements. A Contractor seeking to enter into a contract with the State of New York shall provide proof of compliance with Workers' Compensation and Disability Benefits Coverage to OGS **with their bid submittal or within five (5) business days of bid opening.**

VI.8 NON-COLLUSIVE BIDDING CERTIFICATION

(Reference: State Finance Law §139-d and Appendix A, Clause 7. Form for signature set forth in Attachment 5 – New York State Required Certifications)

Each Bidder and each person signing on behalf of any Bidder is required to certify, and in the case of a joint bid each party thereto is required to certify 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.

Such certification is set forth in Attachment 5 - NEW YORK STATE REQUIRED CERTIFICATIONS.

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 §139-d(1)(b).

VI.9 FINANCIAL STABILITY

If requested, Bidder must document its ability to service a contract with dollar sales volume similar to the 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.

SECTION VII - TECHNICAL PROPOSAL REQUIREMENTS

VII.1 M/WBE PARTICIPATION AND GOALS

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

NEW YORK STATE LAW

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the

enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBEs") and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

The Bidder further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

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

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)

A. For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs who perform commercially useful functions on this Contract for the provision of services and materials. To locate MWBEs, the Directory of Certified Businesses can be viewed at:

<https://ny.newycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Commercially Useful Function

Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. OGS will assess whether a MWBE is performing a commercially useful function by considering the following:

- (1) the amount of work subcontracted;
- (2) industry practices;
- (3) whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;

- (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and
- (5) any other relevant factors.

C. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include the following:

- (1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- (2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- (3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- (4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- (5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- (6) Other information deemed relevant to the request.

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

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

VII.2 SERVICE REQUIREMENTS

The following sets forth the mandatory service requirements for the resulting Contract. Bidder must affirm its ability to meet these service requirements.

VII.2.1 SUPPORT SERVICE:

Pre-Sale: The contractor shall assist the using agency with obtaining the most appropriate equipment for the agency's needs. This may include verbal information, printed literature, demonstration or samples. The extent of involvement shall be commensurate with purchase size and complexity.

Measurements: For purchases of 11 vests or more, the manufacturer or their designated representative shall provide measurement and fitting upon request. For orders of less than 11 vests, manufacturer shall provide whatever assistance is feasible (i.e., sizing sheets).

Training: The manufacturer shall provide written instruction for proper care, handling, storage and cleaning procedures with each vest. Additionally, for purchases of 11 vests or more, the manufacturer shall provide group instruction on above methods.

VII.2.2 WARRANTIES:

The bidder guarantees that the equipment offered is new equipment. Ballistic material must be guaranteed against faulty material and workmanship for a minimum period of five (5) years. If manufacturer's standard warranty is greater than five (5) years, such extended warranty shall apply. If, during this period, such faults develop, the unit or part affected is to be replaced without any cost to the user including any charges for parts, labor and transportation.

Where accessories are to be supplied, they must be compatible with the rest of the equipment.

VII.2.3 RECALLS:

The contractor shall immediately notify the OGS Procurement Services of any recalls pertaining to contract items.

VII.2.4 DELIVERY

Delivery shall be expressed on the Price Pages (Attachment 1) in number of calendar days required to make delivery after receipt of a purchase order to any ordering entity.

Product is required as soon as possible.

Delivery shall be Tailgate delivery including unloading at an armory or to the quartermaster.

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

Shipping Dates and Delivery Time

- All correspondence on shipping dates and delivery time shall be directed to the authorized user's contact person.
- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order and shall also provide anticipated shipping date.
- If shipment will not be made within the anticipated delivery timeframe, the contractor is required to notify the authorized user in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and a revised anticipated ship date. The authorized user may request the contractor to provide documentation to support the reason for the shipping delay. Failure to supply timely written notification of delay to the authorized user or should the reason for the delay not be acceptable to the authorized user, appropriate contract default proceedings may be initiated.

VII.2.5 METHOD OF PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B §49. Contract Invoicing.

VII.2.6 DISCREPANCIES

The Contractor(s) shall resolve all order and invoice discrepancies (e.g., shortages, incorrect item received, etc.) within five (5) business days from notification.

VII.2.7 SETTLEMENTS

OGS has the right to determine the disposition of any rebate, settlement, restitution, liquidated damage, etc. which arise from the administration of this Contract.

VII.2.8 PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS

Upon written notification by the Authorized User to the Contractor, products determined to have quality problems, be outdated or damaged, etc., shall be picked up by the Contractor within ten business days after notification with no restocking fee. The Authorized User shall elect whether to receive a replacement product or a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery. If a defect is not identified within 30 calendar days after delivery, the Authorized User may be required to contact the manufacturer directly. Contractor shall provide an Authorized User with the manufacturer's contact number.

Products that are compromised due to incident involvement shall be the responsibility of the ordering entity to replace. Contractors are responsible for replacement products consistent with the terms of the offered manufacturer(s) warranties.

VII.2.9 PRODUCT RETURNS BECAUSE OF AUTHORIZED USER ERROR

Standard stock products ordered in error by Authorized User must be returned for credit within 30 days of receipt. Product must be in resalable condition (original container, unused).

VII.2.10 ADDITION OF PRODUCTS

Upgrades to awarded products will be considered for inclusion by awarded Contractor(s) during the contract term provided they are pertinent to the award description and offered to the state at the same terms and conditions as in the original bid and at pricing at the same discount structure of the awarded product.

VII.2.11 PRODUCT END-OF-CYCLE DISPOSAL/RECYCLING

If available, Bidder(s) is to provide an overview of the manufacturer(s) established recycling and/or disposal program. At the request of the ordering entity, the bidder is to provide written instructions on how to use this program.

VII.3 ADMINISTRATIVE AND REPORTING REQUIREMENTS

The Contractor shall provide the following reports to OGS Procurement Services, at the e-mail address listed on the Notice of Contract Award, on or before the fifteenth (15th) of the month following the end of each six-month period. Semi-annual periods will end on March 31st and September 30th. Failure to submit reports on a timely basis may result in contract cancellation and designation of Contractor as non-responsible.

VII.3.1 REPORT OF CONTRACT PURCHASES

The Contractor shall submit electronically, semi-annual (six month period) comprehensive as outlined in Attachment 9 - REPORT OF CONTRACT PURCHASES. Contractor agrees that additional related information may be required and shall be supplied upon request of OGS.

If the Contractor has designated dealers or distributors to service their portion of the contract, it is the Contractor's responsibility to ensure that these reports are maintained. The Contractor should compile all information from its dealers and then submit ONE complete report to OGS on or before due dates.

The report is to be submitted electronically in Microsoft Excel 2013 or lower format to the OGS contact 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 in the document.

VII.3.2 AUTHORIZED USER SALES REPORTS

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, on each six-month basis, a report listing the following: name of Products purchased, quantity purchased, unit price and total dollar volume of purchases.

SECTION VIII - TERMS AND CONDITIONS

This section sets forth additional terms and conditions that shall be incorporated into the resulting Contract.

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

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

VIII.1 APPENDICES AND ATTACHMENTS

The Bidder's attention is directed to the appendices and attachments attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. The Bidder is responsible for adhering to all requirements of the appendices.

VIII.1.1 Appendix A, Standard Clauses For New York State Contracts, dated January 2014, 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 and do not return to OGS as part of the Bid submission.

VIII.1.2 Appendix B, Office of General Services General Specifications, dated June 2014, 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 and do not return to OGS as part of the Bid submission.

VIII.2 CONTRACT PERIOD AND RENEWALS

It is the intention of the State to enter into a contract for a term of five (5) years 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. It is the intentions of the State to allow for a minimum start-up period of two weeks prior to the contract begin date.

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 OGS and the Contractor, the contract may be renewed under the same terms and conditions for additional time period(s) not to exceed a total contract term of six (6) years.

VIII.3 PRICE CHANGES

The following guidelines and Attachment 11 - Contract Update Form attached to this IFB are subject to change at the discretion of OGS.

Price lists submitted with bid must remain in effect through January 2016. Thereafter, new price lists will be considered when nationally published by the manufacturer in its normal manner. All price revisions made by the manufacturer must be reviewed and approved by OGS. All additions included in the contract will use either the contractor's original discount or a higher discount, if offered.

The contractor may request a price list revision by submitting the following to OGS:

- One (1) hard copy of the Contract Update Form. Form must contain original signatures by an individual authorized to sign on behalf of contractor.
- One (1) electronic copy of the nationally published manufacturer's price list in Excel format (2013 or lower is preferred, if available) and submitted on electronic media (i.e. CD, or flash drive). **HARD COPIES ARE NOT ACCEPTABLE.**
- One (1) electronic copy of the NET price list in an Excel format (2013 or lower is preferred, if available) and submitted on electronic media (i.e. CD flash drive). **HARD COPIES ARE NOT ACCEPTABLE.**

Price lists will be reviewed for reasonableness and if compliant, OGS will approve and issue a Purchasing Memorandum notifying contract users of the update. Contractors are urged to allow at least 30 days for price list approvals. After approval from OGS, updates to a contractor's price schedule will become a part of the contract.

The Contractor shall provide using agencies with the current OGS approved price lists upon request at no charge. Any items/products/categories in the price list not awarded by OGS must be removed before being supplied to contract user.

VIII.4 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.

VIII.5 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.

VIII.6 PERFORMANCE AND BID BONDS

There are no BONDS for this Contract. In accordance with Appendix B, §45 Performance/Bid Bond, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Initial Term, or any renewal term, for this Agreement

VIII.7 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. (For inquiries related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is the Tertiary Contact.) 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://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139-j_k.asp

VIII.8 ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://ogs.ny.gov/EO/4/Default.asp>. The Executive Order No. 4 specification for single use food containers and single use food service utensils adopted in May 2010, for example, requires all single use food containers, coatings, and single use food service utensils, to the maximum extent practicable, be compostable as defined under the ASTM Standard Specification for Compostable Plastics (D6400-04) and ASTM Standard Specification for Compostable Plastics Used as Coatings on Paper and Other Compostable Substrates (D6868-03) or, if such standard is not applicable, be biodegradable and where possible certified by the Biodegradable Products Institute (BPI). Similarly, specifications were adopted for hand soap/cleanser. Additional information on green cleaning requirements is set forth at <https://greencleaning.ny.gov/Entry.asp> State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

VIII.9 MERCURY-ADDED CONSUMER PRODUCTS

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription

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

VIII.10 DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law §19 0323 of the ("the Law") it is 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. 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.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. 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 6 NYCRR Parts 248 and 249.

VIII.11 NEW YORK STATE PROCUREMENT CARD

See "Procurement Card" §20 in Appendix B, OGS General Specifications. A Bidder shall indicate if it will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Attachment 2 – GENERAL QUESTIONS).

VIII.12 ELECTRONIC EQUIPMENT RECYCLING AND REUSE ACT

Contractors should be aware of the NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act which was signed into law in May 2010 and requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of covered electronic equipment, it must agree to comply with these requirements. More information regarding the Electronic Equipment Recycling and Reuse Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>

VIII.13 NEW YORK STATE STATEWIDE FINANCIAL SYSTEM

The New York State Statewide Financial System (SFS) went live for NYS agencies in April 2012. Future SFS procurement functionality envisions the ability to fully host Contract catalogs or to integrate Contractor-hosted punch-out catalogs. OGS reserves the right to integrate either of these future catalog functions with a Contractor during the contract period, and by submittal of a bid a Bidder agrees to coordinate with SFS for integration if OGS exercises its right to do so. No costs or expenses associated with providing information and integration shall be charged to NYS. Technical Requirements for the data elements, such as data types, maximum field lengths, and cXML element names shall be provided by SFS during integration. Upon completion of integration and activation of an SFS-based catalog ordering system, State agencies shall process their orders through the SFS functionality and the other Authorized Users shall continue to process orders in accordance with Contract terms and conditions, including through any Contractor-hosted web based ordering system. For more information on SFS, its use, and its capabilities please visit the SFS website here: <http://www.sfs.ny.gov/>.

VIII.14 CONTRACT ADVERTISING

In addition to the requirements set forth in Appendix B, §13 Advertising Results, any Contractor advertisements, promotional literature and/or Contract description(s) of Contract awards must be reviewed and approved by Procurement Services prior to issuance.

SECTION IX - USE OF CONTRACT BY STATE AGENCIES, POLITICAL SUBDIVISIONS AND OTHER AUTHORIZED USERS

IX.1 GENERAL DESCRIPTION OF CONTRACT

OGS has various types of contracts available for use by Authorized Users. The Contract that shall result from this IFB is known within New York State as a "PC" Contract. This type of Contract is for commodities which are basic necessities agencies need for daily operations. OGS commodity contracts are awarded on a "low bid meeting specifications" basis. Purchase orders under this type of Contract are issued to the awarded Contractor for specific items.

IX.2 OVERLAPPING CONTRACT PRODUCTS

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

IX.3 PROCUREMENT INSTRUCTIONS

The Authorized User should be familiar with and follow the terms and conditions governing its use which appear in the contract document. Listed below are separate guidance for "Executive Agencies" and "Non-Executive Agencies". All Authorized Users shall issue purchase order(s) directly to the Contractor by mail or fax or email, listed in the Notice of Contract Award.

Upon Authorized User acceptance of products itemized on the purchase order, Contractor(s) will invoice Authorized User for any portion of products accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all products in accordance with the contractual requirements.

NOTE TO ALL CONTRACT USERS:

DCJS reimbursement availability, eligibility and information is available at <http://www.criminaljustice.ny.gov/ofpa/sba.htm>

FEDERAL "BULLETPROOF VEST PARTNERSHIP":

The U.S. Department of Justice, Bulletproof Vest Partnership, Information Line is 1-877-758-3787 or email to vest@usdoj.gov

IX.3.1 FOR EXECUTIVE AGENCIES

An Executive Agency Authorized User shall first purchase all contract items from the appropriate Preferred Sources as required by State Finance Law §162. If the Preferred Sources do not provide a product that meets the form, function and utility of the Executive Agency Authorized User, it may then purchase products from the Contractor(s).

IX.3.2 FOR NON-EXECUTIVE AGENCIES

A Non-Executive Agency Authorized User that is subject to the requirements of State Finance Law §162 (4) shall first purchase all contract items from the appropriate Preferred Sources as required by State Finance Law §162. If Preferred Source products do not meet the entity's form, function and utility (as required by State Finance Law §162) then it may purchase products from the Contractor(s).

A non-Executive Agency Authorized User that is not subject to the requirements of State Finance Law §162 (4) may purchase products directly from the Contractor(s).