



Office of General Services
Procurement Services

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Contract Award Notification

Title	:	Group 79016 – ONLINE REVERSE AUCTION SERVICES (Statewide) Classification Code(s): 43 & 56
Award Number	:	23374 (Replaces Award 23060)
Contract Period	:	September 1, 2025 – August 31, 2030
Bid Opening Date	:	June 25, 2025
Date of Issue	:	September 5, 2025
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This Award contains three (3) statewide Centralized Contracts that Authorized Users (AU) can utilize to obtain in-person and remote On-Line Reverse Auction Services. This Contract is purely for On-Line Reverse Auction Services. It is not intended to be a complete procurement solution. This Award does not include the capacity to do "self-service" reverse auctions in which Authorized Users perform the on-line reverse auction using software and/or internet facilities supplied by the OnLine Reverse Auction Contractor(s).

This Award has 0 % MBE, 0 % WBE and 0 % SDVOB goal requirements.

PR #23374

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NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PS70871	Easibuy, LLC 601 11 th Ave., North, Ste. 700 Nashville, TN 37203	716/548-9225	38-3974397 1100186895
PS70872	eBridge Business Solutions, LLC 10200 Forest Green Blvd., Ste. LL1 Louisville, KY 40223	877/245-8880 502/491-1980	20-8344206 1100187557
PS70873	Vista Auctions, LLC d/b/a Procurex 1001 State Street Erie, PA 16501	866/412-7161	56-2497072 1100337277

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

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

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

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

- a statement of need and associated requirements,

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

SCOPE:

This Award is only for Online Reverse Auction services to collect pricing for Authorized Users use during the regular procurement process, as provided for in Section 163 of the State Finance Law ("SFL"). This Award is for multiple statewide Centralized Contracts to provide Authorized Users (AU) the ability to obtain On-Line Reverse Auction Services through multiple quotes. It is not intended to be a complete procurement solution. This Award does not include the capacity to do "self-service" Reverse Auctions in which Authorized Users perform the Online Reverse Auction using software and/or internet hardware capabilities supplied by the Online Reverse Auction contractor. It will not be used for Suppliers to submit pre-qualification information prior to participation in an Authorized User's Auction Event. The review and selection of Suppliers to be included in an Online Reverse Auction will be conducted by an Authorized User as part of an independent solicitation and procurement solution to obtain products and/or services.

DEFINITIONS:

Capitalized terms used in this Award shall be defined in accordance with Appendix B, Definitions, or as below.

"Auction Event" shall refer to an Online Reverse Auction held at the specified location of an Authorized User by the Contractor selected during the RFQ process.

"Auction Fee" shall refer to the payment to be paid to the Contractor by the Awarded Supplier(s) of an Auction Event. The payment may be a Percentage Fee or Flat Fee at the option of the Authorized User and as specified in the RFQ. The Auction Fee shall be payable as provided in the RFQ and may depend on the type of awarded contract (e.g. within 30 days of the Auction Event for a guaranteed buy or quarterly or monthly based on Supplier reports of contract usage for estimated quantity contracts). The Contractor shall be responsible for collecting the Auction Fee from the Awarded Supplier(s).

"Authorized User" shall have the meaning as outlined in Section 2 of *Appendix B – Definitions*.

"Awarded Supplier(s)" shall refer to the Supplier(s) that are awarded, following an Auction Event, the Contractor's Auction Fee, as defined herein, is to be paid by the Awarded Supplier(s).

"Bid Deviation" shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification, or requirement of the RFP.

"Business Day" shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

"Contract Percentage Rate" shall refer to the not-to-exceed percentage rates provided by a Bidder in its Bid in response to this RFP.

"Contractor": shall refer to a vendor that has been awarded a Contract to provide Online Reverse Auction services resulting from this RFP.

"Event Administrator" shall refer to the onsite representative of the Contractor(s) during an Auction Event.

"Flat Fee" is a single, fixed amount bid by the winning Contractor to conduct an Auction Event, regardless of usage, sales or Projected Contract Value. A Flat Fee may not, in total, exceed the applicable Contract Percentage Rate multiplied by the Projected Contract Value for an RFQ.

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

“**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; Dr. Martin Luther King, Jr. Day; Washington’s Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans’ Day; Thanksgiving Day; and Christmas Day.

“**NYS Vendor ID**” is a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

“**Online Reverse Auction**” shall refer to an automated, transparent, and dynamically competitive bidding, internet- based (electronic commerce) acquisition tool that allows the government to procure goods and services from Supplier(s) using a Reverse Auction.

“**Percentage Fee**” is a winning Contractor’s RFQ Percentage Rate multiplied by the value of products or services actually sold by Awarded Suppliers as a result of awards made at an Auction Event.

“**Preferred Source Products**” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

“**Preferred Source**” or “**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 Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions, and public benefit corporations (including most public authorities).

“**Procurement Services**” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPro”) and Procurement Services Group (“PSG”).

“**Projected Contract Value**” shall mean the dollar amount the Authorized User has projected for the value of products or services that are the subject of an Auction Event.

“**Reverse Auction**” shall refer to a type of auction where Supplier(s) Bid for the lowest price to sell their products or services to an Authorized User. Suppliers place bids for the price they are willing to be paid for the product or service, and the winning Supplier submits the lowest price. A Reverse Auction allows Supplier(s) to submit lower priced offer(s), without disclosure of the competing Supplier(s) identity, until the close of the auction. It is the opposite of a regular auction, where a seller puts up an item and buyers place bids until the close of the auction, and the item goes to the highest bidder.

“**RFQ Percentage Rate**” shall be the percentage rate that the Contractor submits in its response to an Authorized User’s RFQ, when applicable, and is applied to the actual value of products or services that a Supplier(s) is awarded and sells as a result of an Auction Event to determine Contractor’s Percentage Fee.

“**SDVOB**” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business.

“**Supplier(s)**” shall refer to the sellers bidding at an Authorized User’s Auction Event.

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PHONE SUPPORT DURING EVENT:

Contractor's Event Administrator must provide the Authorized User and Suppliers live telephone support services to assist with questions, system functionality, or technical issues that may arise during an Auction Event.

AUCTION EVENT PRICING OPTIONS:

Contractor's software shall have the ability to provide all five (5) pricing options listed below for Online Reverse Auctions:

Pricing Option	Description
1. Standard Reverse Auction	Authorized User provides specifications, including Lots and quantities. Bidder gives its unit price for each part number. Lowest total price would be the low bidder.
2. Percentage Off List Price	<p>Scenario: Conducting a Reverse Auction to determine what Supplier(s) will be the approved Supplier(s) to sell a particular product. The entire Supplier(s) catalog would be available to program participants, but purchasing details are unknown at the time of the Reverse Auction</p> <p>Auction Setup: Specify types/groups/lots of catalog products and services, and ask Supplier(s) to bid a percent off list price of each type/group/lot. Weight the groups based on the estimated amount of that type/group/lot to be purchased annually. The Supplier with the highest combined percent off list would be the apparent low bidder.</p> <p>This type of Online Reverse Auction generally pertains to those where Supplier(s) will be obtaining products and services from third parties and reselling them to Authorized Users. Groups of items could be specified with Suppliers having the option of bidding different "percentages over Supplier's costs," or "fixed amounts over Supplier's cost" for different groups of items. Groups would be weighted based on anticipated purchase volume.</p>
3. Percentage Over Supplier's Cost	<p>Same as above but Supplier with the lowest combined percent over cost would be the apparent low bidder.</p> <p>This type of Online Reverse Auction generally pertains to those where Supplier(s) will be obtaining products and services from third parties and reselling them to Authorized Users. Groups of items could be specified with Suppliers having the option of bidding different "percentages over Supplier's costs," or "fixed amounts over Supplier's cost" for different groups of items. Groups would be weighted based on anticipated purchase volume.</p>

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4. Fixed Amount Off List Price	<p>Same as above but Supplier with the highest combined amount off list would be the apparent low bidder.</p> <p>This type of Online Reverse Auction generally pertains to those where Supplier(s) will be providing products and services with a published list price. Groups of items could be specified with Suppliers having the option of bidding multiple “percentages off list price,” or “fixed amounts off list price” for different groups of items. Groups would be weighted based on anticipated purchase volumes.</p>
5. Fixed Amount Over Supplier's Cost	<p>Same as above but the Supplier with the lowest combined amount over cost would be apparent low bidder.</p> <p>This type of Online Reverse Auction generally pertains to those where Supplier(s) will be obtaining products and services from third parties and reselling them to Authorized Users. Groups of items could be specified with Suppliers having the option of bidding different “percentages over Supplier's costs,” or “fixed amounts over Supplier's cost” for different groups of items. Groups would be weighted based on anticipated purchase volume.</p>

OWNERSHIP OF DATA:

Data collected from a third party by the Contractor, as part of Contract performance, shall become the property of the Authorized User. Data provided to the Contractor by an Authorized User shall remain the property of the Authorized User. Contractor may not release or make use of such data except as provided by the Authorized User or as authorized in writing by an Authorized User.

PERIODIC RECRUITMENT:

This Award allows for periodic recruitment of additional Contractors during the time of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications regarding any periodic recruitments under this Award. Bids will be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new RFP.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Online Reverse Auction services covered by the scope of the awarded Contract. In addition, if a Bid is deemed non-responsive during the periodic recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

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PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS:

Authorized Users shall procure products and services that best meet their form, function, and utility requirements.

Before proceeding with their purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with New York State Finance Law, particularly § 162, regarding commodities/services provided by Preferred Source suppliers.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

The Contract Percentage Rates included in the Contract are not-to-exceed rates. Authorized Users shall obtain a quote from each Contractor to determine the lowest price for the products and/or services required. Authorized Users shall utilize the service of the Contractor offering the lowest price that meets the Authorized Users' form, function, and utility requirements. Authorized Users must document the determination of the criteria used for the selection in the procurement record.

Authorized Users will be responsible for supplying all necessary on-site space, including internet access, desks, chairs, etc. at the time of the Auction Event.

PRICE:

Pricing for this Contract Award will be based on Contract Percentage Rate proposals, which must be determined to be reasonable at the discretion of OGS. Bidder shall include a not-to-exceed Contract Percentage Rate on Attachment 1 – *Pricing*. The Contract Percentage Rate will be entered on a scale based on Projected Contract Value for the Auction Event. The sliding scale is set at breakpoints under \$1,000,000; \$1,000,001 - \$4,000,000; \$4,000,001 - \$7,000,000; \$7,000,001 - \$10,000,000; and \$10,000,001 and over.

Actual pricing for an Auction Event shall be the Auction Fee, which is either a Percentage Fee or a Flat Fee, as specified in the RFQ; provided that:

- A. An RFQ Percentage Rate bid in response to an RFQ may be less than, but may not exceed, the Contract Percentage Rate on Attachment 1 – *Pricing* for the applicable Projected Contract Value.
- B. An Authorized User may impose a cap on Percentage Fee amounts paid for contracts resulting from an Auction Event.
- C. A Flat Fee may not, in total, exceed the applicable Contract Percentage Rate for an RFQ multiplied by the Projected Contract Value.

An Authorized User of this Contract will not pay the Auction Fee for any Auction Event. The Auction Fee will be the responsibility of the Awarded Supplier(s) and may be paid at the time of the Auction Event, or over the term of the resulting contract as purchases are made, at the option of the Authorized User. If more than one Supplier is awarded a Contract, the Auction Fee from each Supplier shall be based on the relative value of awarded items and the Authorized User will notify the Suppliers of the Auction Fee to be paid by each Supplier.

Contractor may require Suppliers to agree to a supplier agreement; provided that, the terms of the supplier agreement must be consistent with terms generally offered to the public and may not conflict with the terms of this Contract or the RFQ. If a Supplier and a Contractor cannot agree on terms and conditions for the Supplier Agreement within a reasonable timeframe following the Auction Event, in the discretion of the Authorized User, the Authorized User may award to the Supplier with the next lowest bid.

The Auction Fee is all-inclusive and all travel and additional costs for providing the services shall be included and are at Contractor(s) expense.

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PRICE STRUCTURE:

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B - *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon ten (10) Business Days written notice mailed to the Contractor.

ORDERING:

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, payment terms, date of order, Event location information, Authorized User name, and sales representative.

INVOICING AND PAYMENT:

Invoicing and payment for the On-Line Reverse Auction Event shall be conducted between the Authorized User's Supplier(s) and an On-Line Reverse Contractor. The Authorized User of this Contract will not pay the Auction Fee for any Online Reverse Auction services provided by the Contractor. The Auction Fee will be the responsibility of the Authorized User's Awarded Supplier(s) and is to be invoiced directly by Contractor to Supplier(s), with a copy of the invoice provided to OGS. If the Authorized User makes multiple awards for an Event to more than one Awarded Suppliers, the Transaction Fee owed to the Contractor will be paid equally by each of the Awarded Suppliers in accordance with amounts and rates awarded.

NYS FINANCIAL SYSTEM (SFS):

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://online.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 NYS Procurement Services Customer Services at 518-474-6717.

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EXTENSION OF USE:

Contract(s) may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York 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.

NEW ACCOUNTS:

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

CENTRALIZED CONTRACT MODIFICATIONS:

- A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.
- B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.
- C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.
- D. All modifications proposed by Contractor shall be processed in accordance with Appendix D – *Contract Modification Procedure*. The Contractor shall submit all requests in the form and format contained in Appendix D – *Contract Modification Procedure*. The form contained within Appendix D is subject to change at the sole discretion of OGS.
- E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B *Modification of Contract Terms*.

DRUG AND ALCOHOL USE PROHIBITED:

For reasons of safety and public policy, in any Contract, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

TRAFFIC INFRACTIONS:

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

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

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

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

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

OGS Procurement Services
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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