



**NEW YORK STATE OFFICE OF GENERAL SERVICES
BUSINESS SERVICES CENTER**

ADDENDUM #1
Invitation for Bids (IFB) #0003

Title: Computer Paper-ITS Date: November 25, 2013
Group: 23830, Class Code: 14 & 82 Designated Contact: Lori Brewster
Bid Due: December 11, 2013, 2:00 pm Email: bsc_ifbs@ogs.ny.gov
Subject: Questions and Answers

To Prospective Bidders: This addendum is to provide answers to all questions that were submitted regarding IFB-0003.

Questions and Answers:

Q1:

The paper specified on the bid is not regular manufacturing items. The mill will manufacture these rolls of paper, but they need to know the minimum quantity of rolls that you can accept at a time. What is the minimum quantity of rolls for each item?

A1:

The minimum order quantities are cited in the IFB document starting on Page 12 under each separate item 1-6, titled "Minimum Order". Also, it's stated under "Estimated Quantity." Orders will be placed on an "as needed" basis.

Q2:

Can I get a sample of Item #2?

A2:

Yes, sample mailed out.

Q3:

Can you please provide order history for the last 12 month on each item?

A3:

Spreadsheet with order history for November 2012 through October 2013 is attached. Orders have been placed on an "as needed" basis and that will remain the same for the contract (s) resulting from this IFB.

Q4

Item #1 on Page 12 states the paper must have "Control Punches every 11 inches". Can you please explain what you mean by "Control Punches"?

A4:

Sample mailed out.

Q5:

On Item #4 on Page 15, Is the paper 90# index? Can you please clarify the paper basis weight?

A5:

Sample mailed out.

Q6:

Can you please provide the current contract pricing for each item?

A6:

This type of information may only be released via an agency's Freedom of Information Law (FOIL) process. FOIL requests to Information Technology Services (ITS) can be sent to the following address: Records Access Officer, New York State ITS, Empire State Plaza, Post Office Box 2062, Albany, New York 12220-0062, or by e-mail to counsel.foilr@its.ny.gov, and should reasonably describe the record sought.

Q7:

Can you please provide the vendor names and what items they are supplying on the current contract?

A7:

This type of information may only be released via an agency's Freedom of Information Law (FOIL) process. FOIL requests to Information Technology Services (ITS) can be sent to the following address: Records Access Officer, New York State ITS, Empire State Plaza, Post Office Box 2062, Albany, New York 12220-0062, or by e-mail to counsel.foilr@its.ny.gov, and should reasonably describe the record sought.

Q8:

Can you please provide the bid tabulation sheet for the current contract?

A8:

This type of information may only be released via an agency's Freedom of Information Law (FOIL) process. FOIL requests to Information Technology Services (ITS) can be sent to the following address: Records Access Officer, New York State ITS, Empire State Plaza, Post Office Box 2062, Albany, New York 12220-0062, or by e-mail to counsel.foilr@its.ny.gov, and should reasonably describe the record sought.

If submitting a bid proposal, this Addendum #1 for IFB-0003 shall contain an original signature, be dated, attached to, and made a part of your bid proposal.

Company Name

Address (Include city, state, zip)

Bidders Name (please print)

Title

Signature

Date

Item 1	20# roll	Ordering pattern for Delivery location 1 - estimated 60 rolls per month; Ordering pattern for Delivery location 2 - estimated 30 rolls per month																
	Date	11/14/2012	11/28/2012	11/30/2012	12/7/2012	12/13/2012	12/31/2012	1/14/2013	1/28/2013	2/19/2013	3/26/2013	5/1/2013	6/13/2013	6/13/2013	Total			
	PR/PO	PO 511	PR 048	PO 504	PR 101	PO 532	PR 144	PO 563	PR 216	PO 613	PO 654	PO663	PO 717	PO PA06058-0				
	Qty (Rolls)	40	40	24	40	24	40	24	40	28	20	80	80	400	880	Item 1		
Item 2	20# 3-hole roll	Ordering Pattern - Estimated one order of 14 rolls per year.																
	Date	11/27/2012	2/4/2013														Total	
	PR/PO	PR042	PR221															
	Qty (Rolls)	14	14														28	Item 2
Item 3	24# roll	Ordering Pattern - Estimated 40 rolls every 4 months																
	Date	2/3/2013	5/3/2013														Total	
	PR/PO	PO	PR428/PO814															
	Qty (Rolls)	40	80														120	Item 3
Item 4	90# roll	Ordering Pattern - Estimated 2 rolls per year as needed																
	Date	None ordered in the past 12 months.																
	PR/PO																	
	Qty (Rolls)																	
Item 5	9.5 X 11 Roll	Ordering Pattern - Estimated 30 rolls every 2 months																
	Date	11/10/2012	12/6/2012	1/4/2013	2/21/2013	3/26/2013	7/1/2013	9/4/2013								Total		
	PR/PO	PO 507	PO 512	PO 561	PO 617	PO 654	PO	PO 769										
	Qty (Rolls)	24	30	27	15	18	30	30								174	Item 5	
Item 6	12 X 8.5 Roll	Ordering Pattern - Estimated 30 rolls when needed																
	Date	1/4/2013	2/21/2013	7/1/2013												Total		
	PR/PO	PO 560	PO 616	PO														
	Qty (Rolls)	12	9	18												39	Item 6	

Invitation for Bids

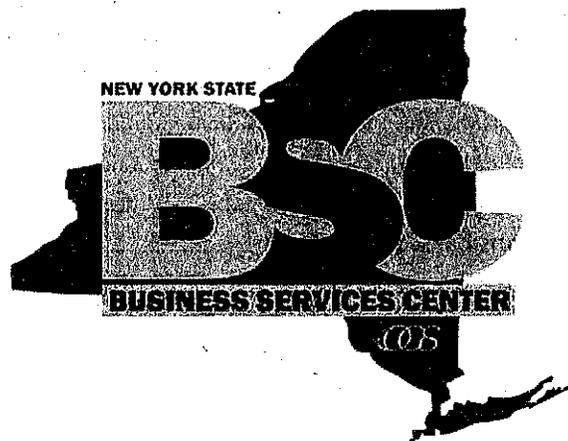
Solicited by

**New York State Office of General Services
Business Services Center**

**On Behalf of New York State Office of
Information Technology Services**

For

COMPUTER PAPER



BID DUE DATE: December 11, 2013 @ 2:00 PM

Issue Date: October 30, 2013

Designated Contact:

Lori Brewster

Voice: 518-485-2006

bsc_ifbs@ogs.ny.gov

Alternate Contact:

Kimberly Miller

Voice: 518-485-2006

bsc_ifbs@ogs.ny.gov

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1. Introduction

1.1 Overview

The Office of General Services (OGS) Business Services Center (BSC), on behalf of New York State Office of Information Technology Services (ITS), is seeking vendors to supply computer paper for Ricoh Infoprint 4000 and Ricoh Infoprint 4100 high speed printers. As a result of this Invitation for Bids (IFB) there may be one award to one vendor or awards to multiple vendors. The contract(s) will commence upon approval by Office of the State Comptroller and will be in effect for five (5) years.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Lori Brewster, Purchasing Agent, NYS Office of General Services, Business Services Center has been designated as the Primary contact for this procurement solicitation and may be reached by email for all inquiries regarding this solicitation.

Lori Brewster, Purchasing Agent
 NYS Office of General Services
 Business Services Center
 50 Wolf Road Pod 3-4
 Albany, New York 12232
 Email: bsc_ifbs@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contact is:

Kimberly Miller
 NYS Office of General Services
 Business Services Center
 50 Wolf Road
 Albany, New York 12232
 Email: bsc_ifbs@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

BSC Issues Invitation For Bid (IFB)	October 30, 2013
Deadline for Submission of Bidder Questions	November 19, 2013
BSC Issues Responses to Written Questions (estimated)	November 26, 2013
Bid Due Date/ Bid Opening Date	December 11, 2013 @ 2:00 PM
Contract Start Date (Est.) – upon OSC approval	March 1, 2014

1.4 Minimum Qualifications

Bids will be accepted only from authorized manufacturers/distributors. Any distributor submitting a bid hereby guarantees it is an authorized distributor of the manufacturer and that the manufacturer has agreed to supply the distributor with all quantities of products required by the distributor in fulfillment of its obligations under any resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support. Certification form can be found in Attachment 2.

REFERENCES:

Upon request, all bidders must provide a minimum of five references including references from two of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the following: Name, address, contact person, telephone number, e-mail address, number of years bidder has serviced the referenced account; and volume of business performed within the past three years for each referenced account.

FINANCIAL STABILITY:

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

1.5 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB shall only be directed to:

Lori Brewster, Purchasing Agent
NYS OGS Business Services Center
Purchasing Unit
50 Wolf Rd, Pod 3-4
Albany, NY 12232
E-mail: bsc_ifbs@ogs.ny.gov

Questions and/or requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.

Deadline for submission of questions will be as stated in Section 1.3 Key Events.

1.6 Examination of Contract Documents

a. Any Bidder in doubt as to the true meaning of any part of this Invitation for Bid or the proposed contract documents shall submit to bsc_ifbs@ogs.ny.gov a written request for an interpretation thereof. The NYS Chief Information Officer's interpretation of specifications shall be final and binding upon the Contractor. If a major change is involved on which all bidders must be informed, such request for interpretation shall be delivered, in writing, via e-mail by the closing date for inquiries. Any interpretation of the proposed documents will be made only by an addendum duly issued.

b. Any addendum issued during the bidding process shall be included in bids and in closing a contract will become a part thereof.

c. Any verbal information obtained from or statements made by representatives of the Commissioner of General Services at the time of examination of the documents or site shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued in writing to all bidders shall become a part of the contract. The Commissioner of General Services will not be responsible for verbal instructions.

1.7 Bid Exceptions

The Issuing Office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the '**Questions Due Date**' as identified in Key Events (Section 1.3). The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), or directly to the requesting vendor.

2. Bid Submission

2.1 Instructions for Bid Submission

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including bid addenda if any, to the OGS Business Services Center at the following address:

Lori Brewster
NYS OGS Business Services Center
Purchasing Unit
50 Wolf Rd, Pod 3-4
Albany, NY 12232

E-MAIL OR FAX BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution of a contract. Bids must be received in the above office on or before 2:00 pm on the date indicated in Section 1.3 Key Events. The received time of bids will be determined by OGS BSC at the clock at the above noted location. **Bidders assume all risks for timely, properly submitted deliveries.**

LATE BIDS MAY BE REJECTED

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Bidders are cautioned that receipt of bids in the BSC Mailroom is NOT sufficient. BSC cannot be responsible for the actions of your chosen carrier.

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

2.2 Packaging of IFB Response

Please submit one (1) original of each completed Bid Proposal Form and two (2) originals of Bid Signature and Acknowledgment Page (Attachment 1). Complete and submit one (1) original of all other required forms (Attachment 2). Also refer to Section 5.15 (NYS Vendor Responsibility Questionnaire) and ensure vendor responsibility questionnaire is completed at the Office of the State Comptroller website or submit a hard copy.

The bid documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

Bidder's complete name and address
Solicitation Number: IFB-0003
Bid Due Date and Time: 12/11/13 2:00 PM
Bid for: Computer Paper

Important Building Access Procedures for Hand-Delivered Bids:

Building access procedures are in effect at BSC Wolf Road. Photo identification is required. All visitors must register for building access for delivering bids. **Vendors are encouraged to pre-register by contacting the OGS BSC at 518-485-2006 at least 24 hours prior to the bid opening.** Pre-registered visitors are to report to the reception area. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with BSC should allow extra time to comply with these procedures.

3. Administrative Information

3.1 Issuing Office

This IFB is being released by the New York State Office of General Services Business Services Center on behalf of the New York State Office of Information Technology Services.

3.2 Method of Award

Award shall be made by total bid for each item to the lowest responsible and responsive bidder. There may be one contract awarded or multiple contracts awarded based on bid prices for each item. The lowest responsible and responsive bidder shall be determined by the total annual bid as represented on each separate bid form by item.

3.3 Price

Bid Price shall include all costs to deliver the items as specified, including travel, licenses, insurance, administrative, customs, duties, charges and ancillary costs and be net FOB destination to any delivery point in New York State. Bid price includes any and all costs associated with providing and delivering the items such as those noted below:

Delivery from factory/manufacturer to dealer/distributor destination
Cost of Pallet/Skids
Emissions
Surcharges
Administrative Costs (i.e. overhead, profit, etc).

Quantities on bid proposal forms are estimated, therefore, bid totals are estimates only and not binding on the State.

3.4 Price Adjustment:

The paper prices set forth in this contract may be adjusted for each year following the first year of the contract by vendor request in accordance with the provisions of this clause. There shall be no price adjustment during the first year of the contract.

The paper prices may be adjusted on the basis of the Not Seasonally Adjusted "Producer Price Index (PPI)", Series ID: **WPU094501**, Manifold Business Forms, published monthly by the U.S. Department of Labor, Bureau of Statistics. For all paper items listed in this Invitation for Bids and resulting Contract Award Notification, a price change (either upward or downward) may be established by the State each year following the first twelve months of the contract.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month PPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in February 2014, the 'base' month will be November. If the contract allows for an adjustment after the first year, it would be based on the difference between the November 2013 PPI and the November 2014 PPI and become effective in February 2015. The producer price index is published around the middle of each month for the prior month (i.e. the November figure is not published until mid-December).

Should the referenced Producer Price Index (PPI) become discontinued during the course of the contract, it will be replaced by an alternative PPI appropriate for manifold business forms, and adjustments may be calculated using the same methodology as outlined above, but with data from the new replacement index.

The Contractor has the sole responsibility to request, in writing, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the following address thirty (30) days prior to the requested increase date: NYS Business Services Center, 50 Wolf Road, Attention: Lori Brewster-Purchasing, Albany, New York 12232.

Should a Contractor fail to submit the request and supporting documentation to the proper location within stated timeframe, contractor shall be deemed to have waived its right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

3.5 Delivery

Delivery shall be expressed on the bid form in number of calendar days required to make delivery after receipt of a purchase order. Product is required within thirty (30) consecutive calendar days after receipt of order.

Delivery shall be made in accordance with instructions on Purchase Order from the 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 Office of Information Technology Services.

Deliveries will not be accepted after 2:00 pm. All deliveries are to be skid or pallet deliveries unloaded only onto agency's dock. This will not be an inside contract, dock delivery only. Contractor is to notify agency 48 hours in advance of an anticipated delivery. It shall be the contractor's responsibility to see that the delivering driver or helper unloads the truck.

3.6 Term of Contract

It is the intention of the State to enter into a contract or contracts for a term of five (5) years. Contract (s) shall commence upon Office of the State Comptroller approval.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least sixty (60) days written notice of ITS' intent to cancel. Any cancellation by ITS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against ITS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 5.14 – Termination.

3.7 Method of Payment

Upon delivery and acceptance of product(s) specified, invoice shall be submitted to the Business Services Center Accounts Payable Unit. Invoice will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoice must contain the Purchase Order number and Invoice shall be consistent with the Purchase Order issued. Invoices without the required information will be returned to Contractor to be completed as required. All invoices must be submitted for payment to either:

**NYS BUSINESS SERVICES CENTER
ACCOUNTS PAYABLE UNIT
PO BOX 2117
ALBANY, NEW YORK 12220-0117**

-or-

accountspayable@ogs.ny.gov

3.8 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, at the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

3.9 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

3.10 Dispute Resolution

It is the policy of the Office of General Services Business Services Center to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations, contract awards, and contract administration. OGS Business Services Center encourages vendors to seek resolution of disputes through consultation with Business Services Center staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS BSC Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the bid document.

3.11 Prime Contractor Responsibilities

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the IFB, and the contract resulting from the IFB.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor who carry out any of the provisions of any contract resulting from this IFB.

3.12 Inspection of Books

It is expressly understood and agreed that ITS and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this IFB for a full six-year period.

3.13 Glossary of Terms

"Issuing Office" shall mean the Office of General Services Business Services Center.

"Contractor"/"Vendor" shall mean a successful company awarded a contract pursuant to this IFB.

"Invitation for Bid" or "IFB" shall mean this document.

The "State" shall mean The People of the State of New York, which shall also mean the New York State Office of General Services Business Services Center and the Office of Information Technology Services.

"NYS Chief Information Officer" shall mean the NYS Chief Information Officer of the Office of Information Technology Services or duly authorized representative.

"Offeror" or "Offerer" or "Bidder" shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.

3.14 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this IFB refer to this IFB.

4. Specifications

4.1 Product Specifications

The following specifications apply to all six items included in this bid:

PERFORMANCE GUARANTEE:

All products provided by the contractor shall be completely guaranteed to perform trouble free on high speed printers, Ricoh Infoprint 4000 and Ricoh Infoprint 4100. Paper must meet or exceed printer vendor specifications for stack lean, moisture content, and basis weight with roll hardness profile variance no greater than 10 points.

RECYCLED CONTENT:

All products shall have at least 30% post-consumer recycled content.

ESTIMATED QUANTITIES:

All quantities listed are estimated and contract shall be only for the actual quantities ordered during the course of the contract period.

Orders will be placed on an as needed basis. Items may not necessarily be ordered at the same time.

QUANTITY NOTE:

If contractor has so indicated, their contract may be considered to be fulfilled when they have shipped 20% above estimated quantities indicated in the Invitation for Bids. The State may then solicit additional bids for its requirements.

Contractor is required to notify the State in writing when they have reached 80% of estimated quantities with an assessment of when they feel the limit will be reached. All claims for relief under this clause must be fully and accurately documented by detailed reports of all items shipped.

STOCK:

White Bond (for High Speed Laser Printers). No groundwood content.

Basis Weight: 20 lb. (This is the minimum weight unless otherwise specified. Any variation should be heavier, rather than lighter.)

Brightness: 77 minimum

Caliper: .0036 - .0040

Sheffield: 125 (Range 100-170)

Moisture: 4.5

Coefficient of Static Friction: .45 - .65

Paper must meet or exceed printer vendor specifications for stack lean, moisture content and basis weight, with roll hardness profile variance no greater than 10 points. NO CHADS

PRINTING:

None, Blank.

The following specifications apply to each separate item as numbered (6 items):

ITEM 1:

CONTINUOUS ROLL FEED PAPER
FOR INFOPRINT 4000 and INFOPRINT 4100
20 lb., ROLL WIDTH: 18", PINFEED

ESTIMATED QUANTITY:

It is estimated that the agency will require approximately 6500 rolls during the course of the contract period with 740 rolls the first year and estimating a 15% increase every year thereafter. Minimum ordering quantity will be 20 rolls.

ROLL SPECIFICATIONS:

Width – 18"
Diameter - 45" minimum- 50"maximum outside diameter.
Core - 6" I.D. fiber core.
Feet per Roll – Approximately 42,166 feet per roll. (NOTE: Maximum weight per roll - 1,000 lbs.)

MARGINAL PUNCHING:

Standard marginal punching along both edges (for use on high speed printer)
Control punches every 11"

PERFORATIONS:

None

SPLICES:

Maximum one mill or converted splice per 3 finished rolls or 30 splices per 100 finished rolls. All rolls containing splices must be clearly marked with splice clearly flagged.

PACKING:

Pack 2 rolls per shrink wrapped pallet.

Roll must be labeled to indicate unwind direction, splice indicator and starting allowance.

Rolls to be packed upright on pallet.

Pallets to be size 38" wide x 50" long and to be hard oak or plastic pallets to adequately support the weight of the rolls without breaking.

Rolls to be strapped to pallets thru the cores and double strapped around each roll to prevent rolls from being damaged in transit. (Alternate pallet packing may be considered, subject to agency approval).

PACKING NOTE:

For easier and safer removal of rolls from pallets, separators between rolls and individual chocks are to be utilized in packing.

MINIMUM ORDER:

Minimum ordering quantity will be 20 rolls.

ITEM 2:

THREE HOLE PUNCHED CONTINUOUS ROLL FEED PAPER
FOR INFOPRINT 4000 PRINTER and INFOPRINT 4100 PRINTER
20 lb., ROLL WIDTH: 18", PINFEED

ESTIMATED QUANTITY:

It is estimated that the agency will require approximately 70 rolls during the course of the contract period (14 rolls annually for each year of the contract). Minimum ordering quantity will be 14 rolls.

ROLL SPECIFICATIONS:

Width – 18"
Diameter - 45" minimum- 50"maximum outside diameter.
Core - 6" I.D. fiber core.
Feet per Roll – Approximately 42,166 feet per roll. (NOTE: Maximum weight per roll - 1,000 lbs.)

THREE HOLE PUNCHING:

Paper must be three-hole punched with two sets of 5/16" holes parallel to one another every 11", so that when trimmed it will create two 8-1/2" x11" sheets three-hole punched.

The first set of holes are 1" from the left side of the roll to the far side of the punched holes and the second set of holes are 9-1/2" from the left side of the roll to the far edge of the holes.

Spacing for each set of parallel holes is as follows, hole #1 is 1-1/4" from top of page to center of hole; hole #2 is 5-1/2" from top of page to center of hole; hole #3 is 1-1/4" from center of hole to bottom of page.

IMPRINTS:

Three green hash marks are required at top of each form on both the front and backside.

Hash marks should be within .5 inch on the left and right side and also in the center of each form.

Hash marks shall not be imprinted in pin feed area of each form.

MINIMUM ORDER:

Minimum ordering quantity will be 14 rolls.

PERFORATIONS:

Pinfeed, No horizontal perforations

SPLICES:

Maximum one mill or converted splice per 3 finished rolls or 30 splices per 100 finished rolls. All rolls containing splices must be clearly marked with splice clearly flagged.

PACKING:

Pack 2 rolls per shrink wrapped pallet.

Roll must be labeled to indicate unwind direction, splice indicator and starting allowance.

Rolls to be packed upright on pallet.

Pallets to be size 38" wide x 50" long and to be hard oak or plastic pallets

to adequately support the weight of the rolls without breaking.

Rolls to be strapped to pallets thru the cores and double strapped around each roll to prevent rolls from being damaged in transit. (Alternate pallet packing may be considered, subject to agency approval).

PACKING NOTE:

For easier and safer removal of rolls from pallets, separators between rolls and individual chocks are to be utilized in packing.

ITEM 3:

CONTINUOUS ROLL FEED PAPER

FOR INFOPRINT 4000 and INFOPRINT 4100

24 lb., ROLL WIDTH: 18", PINFEED

ESTIMATED QUANTITY:

It is estimated that the agency will require approximately 980 rolls total during the course of the contract period with 160 rolls the first year and estimating a 10% increase every year thereafter. Minimum ordering quantity will be 10 rolls.

ROLL SPECIFICATIONS:

Width – 18"

Diameter - 45" minimum- 50"maximum outside diameter.

Core - 6" I.D. fiber core.

Forms per Roll – Approximately 38,000 forms per roll average. (NOTE: Maximum weight per roll - 1,000 lbs.)

PERFORATIONS:

Horizontal – Every 11"

Vertical – None

PERFS NOTE:

All perforations shall be proper to assure clean separating, but not so heavy as to allow premature and/or unwanted separations when used on high speed laser printers.

MINIMUM ORDER:

Minimum ordering quantity will be 10 rolls.

SPLICES:

Maximum one mill or converted splice per 3 finished rolls or 30 splices per 100 finished rolls. All rolls containing splices must be clearly marked with splice clearly flagged.

PACKING:

Pack 2 rolls per shrink wrapped pallet.

Roll must be labeled to indicate unwind direction, splice indicator and starting allowance.

Rolls to be packed upright on pallet.

Pallets to be size 38" wide x 50" long and to be hard oak or plastic pallets

to adequately support the weight of the rolls without breaking.

Rolls to be strapped to pallets thru the cores and double strapped around each roll to prevent rolls from being damaged in transit. (Alternate pallet packing may be considered, subject to agency approval).

PACKING NOTE:

For easier and safer removal of rolls from pallets, separators between rolls and individual chocks are to be utilized in packing.

ITEM 4:

CONTINUOUS ROLL FEED PAPER

FOR INFOPRINT 4000 and INFOPRINT 4100

90 lb., ROLL WIDTH: 9", PINFEED

ESTIMATED QUANTITY:

It is estimated that the agency will require approximately 10 rolls during the course of the contract period (2 rolls annually for each year of the contract period).

ROLL SPECIFICATIONS:

Width - 9"

Diameter - 45" minimum- 50" maximum outside diameter.

Core - 6" I.D. fiber core.

Feet per Roll - Approximately 18,000 feet per roll. (NOTE: Maximum weight per roll - 1,000 lbs.)

PERFORATIONS:

None

SPLICES:

Maximum one mill or converted splice per 3 finished rolls or 30 splices per 100 finished rolls. All rolls containing splices must be clearly marked with splice clearly flagged.

PACKING:

Pack 2 rolls per shrink wrapped pallet.

Roll must be labeled to indicate unwind direction, splice indicator and starting allowance.

Rolls to be packed upright on pallet.

Pallets to be size 38" wide x 50" long and to be hard oak or plastic pallets

to adequately support the weight of the rolls without breaking.

Rolls to be strapped to pallets thru the cores and double strapped around each roll to prevent rolls from being damaged in transit. (Alternate pallet packing may be considered, subject to agency approval).

PACKING NOTE:

For easier and safer removal of rolls from pallets, separators between rolls and individual chocks are to be utilized in packing.

MINIMUM ORDER:

Minimum ordering quantity will be 2 rolls.

ITEM 5:

CONTINUOUS ROLL FEED PAPER

FOR INFOPRINT 4000 and INFOPRINT 4100

9 1/2 " x 11" 20 LB, PINFEED

ESTIMATED QUANTITY:

It is estimated that the agency will require approximately 1100 rolls total during the course of the contract period with 220 rolls the first year and estimating a 10% increase every year thereafter.

ROLL SPECIFICATIONS:

Width - 9 1/2 "

Diameter - 45" minimum- 50"maximum outside diameter.

Core - 6" I.D. fiber core.

Forms per Roll - Approximately 45,000 forms per roll average. (NOTE: Maximum weight per roll - 1,000 lbs.)

PERFORATIONS:

Horizontal – Every 11”

Vertical – None

PERFS NOTE:

All perforations shall be proper to assure clean separating, but not so heavy as to allow premature and/or unwanted separations when used on high speed laser printers.

SPLICES:

Maximum one mill or converted splice per 3 finished rolls or 30 splices per 100 finished rolls. All rolls containing splices must be clearly marked with splice clearly flagged.

MINIMUM ORDER:

Minimum ordering quantity will be 3 rolls.

PACKING NOTE:

Pack 3 rolls per shrink wrapped pallet. Rolls must be labeled to indicate unwind direction, splice indicator, starting allowance and forms count. Rolls to be packed upright on pallet. Pallets to be size 32” wide x 50” long and to be hard oak or plastic pallets to adequately support the weight of the rolls without breaking. Rolls to be strapped to pallets thru the cores and double strapped around each roll to prevent rolls from being damaged in transit.

For easier and safer removal of rolls from pallets, agencies would like separators between rolls. Also, would like individual chocks, so when they remove one roll, the other rolls will remain in place. Indicate where requested, what your packing will be.

ITEM 6

CONTINUOUS ROLL FEED PAPER

FOR RICOH INFOPRINT 4000 and RICOH INFOPRINT 4100

12 " x 8 ½ " 20 LB, PINFEED

ESTIMATED QUANTITY:

It is estimated that the agency will require approximately 320 rolls total during the course of the contract period with 64 rolls the first year and estimating a 10% increase every year thereafter.

ROLL SPECIFICATIONS:

Width – 12”

Diameter - 45” minimum- 50”maximum outside diameter.

Core - 6” I.D. fiber core.

Forms per Roll – Approximately 59,000 forms per roll average. (NOTE: Maximum weight per roll - 1,000 lbs.)

PERFORATIONS:

Horizontal – Every 8 1/2”

Vertical – None

PERFS NOTE:

All perforations shall be proper to assure clean separating, but not so heavy as to allow premature and/or unwanted separations when used on high speed laser printers.

SPLICES:

Maximum one mill or converted splice per 3 finished rolls or 30 splices per 100 finished rolls. All rolls containing splices must be clearly marked with splice clearly flagged.

MINIMUM ORDER:

Minimum ordering quantity will be 3 rolls.

PACKING NOTE:

Pack 3 rolls per shrink wrapped pallet. Rolls must be labeled to indicate unwind direction, splice indicator, starting allowance and forms count. Rolls to be packed upright on pallet. Pallets to be size 32” wide x 50” long and to be hard oak or plastic pallets to adequately support the weight of the rolls without breaking. Rolls to be strapped to pallets thru the cores and double strapped around each roll to prevent rolls from being damaged in transit.

For easier and safer removal of rolls from pallets, agencies would like separators between rolls. Also, would like individual chocks, so when they remove one roll, the other rolls will remain in place. Indicate where requested, what your packing will be.

4.2 Performance Schedule / Delivery

Upon receipt of approved purchase order, the contractor shall coordinate delivery with designated representative at NYS Office of Information Technology Services (ITS). ITS shall provide contractor with a contact person and phone number to facilitate delivery.

Prices include all customs, duties and charges and are net, F.O.B destination and include all costs necessary to produce the job as specified, including dock delivery to:

Delivery Location 1

NYS Office of Information Technology Services

21 Simmons Lane

Menands, NY 12204

Delivery Location 2

NYS Office of Information Technology Services

c/o NYS Dept of Taxation and Finance

State Campus – Bldg 8 – Room 174

Albany, NY 12227

Delivery Location 3

NYS Office of Information Technology Services

Swan Street Building - CORE 4 – Floor 2B

Empire State Plaza

Albany, NY 12223

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required within thirty (30) consecutive calendar days after receipt of order.

Deliveries will not be accepted after 2:00 pm. All deliveries are to be skid or pallet deliveries unloaded only onto agency's dock. THIS WILL NOT BE AN INSIDE CONTRACT, DOCK DELIVERY ONLY.

Contractor is to notify agency 48 hours in advance of an anticipated delivery.

It shall be the contractor's responsibility to see that the delivering driver (or helper) unloads the truck.

4.3 Security Procedures

Please note that some locations may have security policies which must be followed. The Contractor will work with ITS to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc.

4.4 Recycled Paper

In accordance with section 165(3) of the State Finance Law, preference shall be given for recycled paper. To be considered for award, ALL items offered must have at least 30% post-consumer recycled content.

4.5 Chlorine Free Paper

New York State advocates the use of chlorine free paper products, and whenever possible, bidders are encouraged to offer chlorine free paper when submitting bids to the State.

5. Contract Clauses and Requirements**5.1 Appendix A / Order of Precedence**

Appendix A — Standard Clauses for New York State Contracts, dated December 2012, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. Appendix A is a separate document to this IFB and shall be retained for reference by the bidder.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix- A
2. Invitation for Bid IFB-0003 (this document) with any addendum(s)
3. Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

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

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

5.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to OGS.

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

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self-insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Business Services Center, Purchasing Unit, 50 Wolf Road, Albany, New York 12232 and shall name ***The People of the State of New York, OGS officers, agents, and employees as additional insureds there under*** (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

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

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

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as

required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) Waiver of Subrogation. Contractor shall cause to be included in each of OGS policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against ITS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against ITS or (ii) any other form of permission for the release of ITS.
- d) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**
Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are NOT acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

A) Be legally exempt from obtaining workers' compensation insurance coverage;

Or

B) Obtain such coverage from insurance carriers;

Or

C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

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

- A) **Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required** which is available on the Workers' Compensation Board's website: www.wcb.ny.gov ;

Or

B) *Certificate of Workers' Compensation Insurance:*

- 1) **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Office of General Services;

Or

- 2) **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services;

Or

- C) *Certificate of Workers' Compensation Self-Insurance - Form SI-12*, available from the New York State Workers' Compensation Board's Self-Insurance Office;

Or

- D) *Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2*, available from the contractor's Group Self-Insurance Administrator.

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

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

- A) Be legally exempt from obtaining disability benefits coverage;

Or

- B) Obtain such coverage from insurance carriers;

Or

- C) Be a Board-approved self-insured employer.

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

- A) **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website www.wcb.ny.gov ;

Or

- B) **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;

Or

- C) **Form DB-155, Certificate of Disability Benefits Self-Insurance.** The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the NYS Office of Information Technology Services, State Capitol, Empire State Plaza, Albany, NY 12220, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of ITS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to ITS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for ITS' immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by ITS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against ITS, its agents and employees therefore for lost profits or any other damages.

5.4 Tax and Finance Requirements

TAX LAW § 5-A:

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

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

Contractor certification forms and instructions for completing the forms are attached to this IFB. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

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

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

5.5 Opportunities for New York State Certified Minority and Women-Owned Business Enterprises

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

POLICY STATEMENT

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 establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") 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 this contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, 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 (MWBE)

For purposes of this procurement, OGS hereby establishes a goal of 10% for Minority-owned Business Enterprises (MBE) participation and 10% for Women-owned Business Enterprises (WBE) participation (collectively referred to as MWBE) for a total contract MWBE goal of 20%.

A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>

For guidance on how OGS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, Bidder/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit a Utilization Plan on Form MWBE 100 with their bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority- or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 20 days of receipt.

C. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. OGS may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If OGS determines that the Bidder has failed to document good faith efforts.

A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses B-D above, will apply.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Monthly Compliance & Payment Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

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>

5.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exemption would be effective both during and after the evaluation process.

Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information.

Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

5.7 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify ITS of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The Bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the NYS Chief Information Officer .
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- The NYS Chief Information Officer's interpretation of specifications shall be final and binding upon the Contractor.
- The NYS Chief Information Officer will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the NYS Chief Information Officer of ITS.
- INSPECTION – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the NYS Chief Information Officer may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

- **STOP WORK ORDER** - The NYS Chief Information Officer reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of Information Technology Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- The Office of Information Technology Services reserves the right to reject and bar from the facility any employee hired by the Contractor.

5.8 Contract Terms

All provisions and requirements of, Appendix-A Standard Clauses for New York State Contracts, which is attached hereto and forms 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.

Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Office of the State Comptroller.

5.9 Subcontractors

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the Contract Documents including, but not limited to the General Conditions and Requirements.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the issuing office, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the State may require concerning the proposed subcontractor's ability and qualifications.

5.10 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Utilize any and all ideas submitted in the proposals received.
5. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.

6. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
7. Waive any non-material requirement not met by all Proposers.
8. Not make an award from this Solicitation.
9. Make an award under this Solicitation in whole or in part.
10. Make multiple contract awards pursuant to the Solicitation.
11. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
12. Seek clarifications of proposals.
13. If two or more offers are found to be substantially equivalent, the NYS Chief Information Officer, at his sole discretion, will determine award.

Please Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

5.11 Extent of Services

OGS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

5.12 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the bid or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

5.13 Termination

A. The Office of Information Technology (ITS) may, upon thirty (30) days notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement. In addition, ITS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

B. Procurement Lobbying Termination

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

5.14 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (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, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Bid Proposal Form (Attachment 1). Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File and is recommended for award, BSC shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company 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
Form to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf

5.15 New York State 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, the Bidder should 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 found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, ITS may terminate the Contract.

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

General

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.

Suspension of Work (for Non-Responsibility)

The NYS Chief Information Officer or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or 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 NYS Chief Information Officer or his designee issues a written notice authorizing a resumption of performance under the Contract.

Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate ITS officials or staff, the Contract may be terminated by the NYS Chief Information Officer or his designee at the Contractor's expense where the Contractor is determined by the NYS Chief Information Officer or his designee to be non-responsible. In such event, the NYS Chief Information Officer or his 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.

5.16 Ethics Compliance

All bidders/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5.17 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

5.18 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5.19 Appendices, Exhibits and Attachments

The Proposer's attention is directed to the appendices and exhibit documents attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

5.20 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should ITS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, ITS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then ITS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. ITS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award. Certification form can be found in Attachment 2.

5.21 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>.

5.22 Diesel Emission Reduction Act

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

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. All heavy duty diesel vehicles must have BART by December 31, 2012. The Law also provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323; and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the Bidder. Certification form can be found in Attachment 2.

ATTACHMENT 1

BID PROPOSAL FORMS

BID SIGNATURE PAGE

ACKNOWLEDGMENT PAGE

BID PROPOSAL ITEM 1

IFB-0003 Company _____ Date _____

Bid price includes all shipping and delivery services

Item 1: Computer Paper for Ricoh Infoprint 4000 and Infoprint 4100 High Speed Printers: Continuous Roll Feed Paper—20 lb., Roll Width 18" Pinfeed. As per specifications. Quantities and totals apply to one year of contract term:

<u>Estimated</u> <u>Quantity Feet</u>	<u>Quantity</u> <u>Per M Feet</u>	<u>Price Per</u> <u>M Feet</u>	<u>Total Annual Bid</u>
54,815,800 ÷ 1,000 =	54815.8	x _____ =	_____

Approximate Number of Feet Per Roll = _____

Guaranteed Delivery: _____ Days A/R/O

Brand Name and Stock No: _____

Manufacturer: _____

Mill Location: _____

Is this Grade Acid Free: _____ Yes _____ No

Is this Product Elemental Chlorine Free (ECF): _____ Yes _____ No

Is this Product Processed Chlorine Free (PCF): _____ Yes _____ No

Is Proposed Paper Recycled: _____ Yes _____ No

Post-Consumer Recovered Fiber: _____ %

Groundwood Content, if any: _____ %

Basis Weight: _____

Brightness: _____

Caliper: _____

Sheffield: _____

Moisture: _____

Coefficient of static friction: _____

Do you wish the contract to be considered fulfilled when 20% over the estimated quantities have been shipped : _____ Yes _____ No

All quantities listed are estimated and contract payment shall be only for the actual quantities ordered during the course of the contract period. Orders will be placed on an as needed basis and items may not necessarily be ordered at the same time.

Award shall be made by total bid for each item to the lowest responsive and responsible bidder.

BID PROPOSAL

ITEM 2

IFB-0003 Company _____ Date _____

Bid price includes all shipping and delivery services

Item 2: Computer Paper for Ricoh Infoprint 4000 and Infoprint 4100 High Speed Printers: Three Hole Punched Continuous Roll Feed Paper-- 20 lb., Roll Width 18" Pinfeed. As per specifications. Quantities and totals apply to one year of contract term:

<u>Estimated Quantity Feet</u>	<u>Quantity Per M Feet</u>	<u>Price Per M Feet</u>	<u>Total Annual Bid</u>
590,324 + 1,000 =	590.324 x	_____ =	_____

Approximate Number of Feet Per Roll = _____

Guaranteed Delivery: _____ Days A/R/O

Brand Name and Stock No: _____

Manufacturer: _____

Mill Location: _____

Is this Grade Acid Free: _____ Yes _____ No

Is this Product Elemental Chlorine Free (ECF): _____ Yes _____ No

Is this Product Processed Chlorine Free (PCF): _____ Yes _____ No

Is Proposed Paper Recycled: _____ Yes _____ No

Post-Consumer Recovered Fiber: _____ %

Groundwood Content, if any: _____ %

Basis Weight: _____

Brightness: _____

Caliper: _____

Sheffield: _____

Moisture: _____

Coefficient of static friction: _____

Do you wish the contract to be considered fulfilled when 20% over the Estimated quantities have been shipped _____ Yes _____ No

All quantities listed are estimated and contract payment shall be only for the actual quantities ordered during the course of the contract period. Orders will be placed on an as needed basis and items may not necessarily be ordered at the same time.

Award shall be made by total bid for each item to the lowest responsive and responsible bidder.

BID PROPOSAL ITEM 3

IFB-0003 Company _____ Date _____

Bid price includes all shipping and delivery services

Item 3: Computer Paper for Ricoh Infoprint 4000 and Infoprint 4100 High Speed Printers: Continuous Roll Feed Paper—24 lb., Roll Width 18" Pinfeed. As per specifications. Quantities and totals apply to one year of contract term:

<u>Estimated Quantity Forms</u>	<u>Quantity Per M Forms</u>	<u>Price Per M Forms</u>	<u>Total Annual Bid</u>
7,448,000	÷ 1,000 = 7448	x _____ =	_____

Approximate Number of Forms Per Roll = _____

Guaranteed Delivery: _____ Days A/R/O

Brand Name and Stock No: _____

Manufacturer: _____

Mill Location: _____

Is this Grade Acid Free: _____ Yes _____ No

Is this Product Elemental Chlorine Free (ECF): _____ Yes _____ No

Is this Product Processed Chlorine Free (PCF): _____ Yes _____ No

Is Proposed Paper Recycled: _____ Yes _____ No

Post-Consumer Recovered Fiber: _____ %

Groundwood Content, if any: _____ %

Basis Weight: _____

Brightness: _____

Caliper: _____

Sheffield: _____

Moisture: _____

Coefficient of static friction: _____

Do you wish the contract to be considered fulfilled when 20% over the Estimated quantities have been shipped _____ Yes _____ No

All quantities listed are estimated and contract payment shall be only for the actual quantities ordered during the course of the contract period. Orders will be placed on an as needed basis and items may not necessarily be ordered at the same time.

Award shall be made by total bid for each item to the lowest responsive and responsible bidder.

BID PROPOSAL

ITEM 4

IFB-0003 Company _____ Date _____

Bid price includes all shipping and delivery services

Item 4: Computer Paper for Ricoh Infoprint 4000 and Infoprint 4100 High Speed Printers: Continuous Roll Feed Paper 90 lb., Roll Width 9" Pinfeed. As per specifications. Quantities and totals apply to one year of contract term:

<u>Estimated Quantity Feet</u>	<u>Quantity Per M Feet</u>	<u>Price Per M Feet</u>	<u>Total Annual Bid</u>
36,000 ÷ 1,000 =	36 x	_____ =	_____

Approximate Number of Feet Per Roll = _____

Guaranteed Delivery: _____ Days A/R/O

Brand Name and Stock No: _____

Manufacturer: _____

Mill Location: _____

Is this Grade Acid Free: _____ Yes _____ No

Is this Product Elemental Chlorine Free (ECF): _____ Yes _____ No

Is this Product Processed Chlorine Free (PCF): _____ Yes _____ No

Is Proposed Paper Recycled: _____ Yes _____ No

Post-Consumer Recovered Fiber: _____ %

Groundwood Content, if any: _____ %

Basis Weight: _____

Brightness: _____

Caliper: _____

Sheffield: _____

Moisture: _____

Coefficient of static friction: _____

Do you wish the contract to be considered fulfilled when 20% over the Estimated quantities have been shipped _____ Yes _____ No

All quantities listed are estimated and contract payment shall be only for the actual quantities ordered during the course of the contract period. Orders will be placed on an as needed basis and items may not necessarily be ordered at the same time.

Award shall be made by total bid for each item to the lowest responsive and responsible bidder.

BID PROPOSAL

ITEM 5

IFB-0003 Company _____ Date _____

Bid price includes all shipping and delivery services

Item 5: Computer Paper for Ricoh Infoprint 4000 and Infoprint 4100 High Speed Printers: Continuous Roll Feed Paper 20 lb., Roll Width 9½" x 11" Pinfeed. As per specifications. Quantities and totals apply to one year of contract term:

<u>Estimated Quantity Forms</u>	<u>Quantity Per M Forms</u>	<u>Price Per M Forms</u>	<u>Total Annual Bid</u>
9,900,000 ÷ 1,000 =	9900 x	_____ =	_____

Approximate Number of Forms Per Roll = _____

Guaranteed Delivery: _____ Days A/R/O
 Brand Name and Stock No: _____
 Manufacturer: _____
 Mill Location: _____

Is this Grade Acid Free: _____ Yes _____ No
 Is this Product Elemental Chlorine Free (ECF): _____ Yes _____ No
 Is this Product Processed Chlorine Free (PCF): _____ Yes _____ No
 Is Proposed Paper Recycled: _____ Yes _____ No
 Post-Consumer Recovered Fiber: _____ %
 Groundwood Content, if any: _____ %

Basis Weight: _____
 Brightness: _____
 Caliper: _____
 Sheffield: _____
 Moisture: _____
 Coefficient of static friction: _____

Do you wish the contract to be considered fulfilled when 20% over the Estimated quantities have been shipped _____ Yes _____ No

All quantities listed are estimated and contract payment shall be only for the actual quantities ordered during the course of the contract period. Orders will be placed on an as needed basis and items may not necessarily be ordered at the same time.

Award shall be made by total bid for each item to the lowest responsive and responsible bidder.

BID PROPOSAL ITEM 6

IFB-0003 Company _____ Date _____

Bid price includes all shipping and delivery services

Item 6: Computer Paper for Ricoh Infoprint 4000 and Infoprint 4100 High Speed Printers: Continuous Roll Feed Paper 20 lb., Roll Width 12" x 8½" Pinfeed. As per specifications. Quantities and totals apply to one year of contract term:

<u>Estimated</u> <u>Quantity Forms</u>	<u>Quantity</u> <u>Per M Forms</u>	<u>Price Per</u> <u>M Forms</u>	<u>Total Annual Bid</u>
3,776,000 + 1,000 =	3776 x	_____ =	_____

Approximate Number of Forms Per Roll = _____

Guaranteed Delivery: _____ Days A/R/O

Brand Name and Stock No: _____

Manufacturer: _____

Mill Location: _____

Is this Grade Acid Free: _____ Yes _____ No

Is this Product Elemental Chlorine Free (ECF): _____ Yes _____ No

Is this Product Processed Chlorine Free (PCF): _____ Yes _____ No

Is Proposed Paper Recycled: _____ Yes _____ No

Post-Consumer Recovered Fiber: _____ %

Groundwood Content, if any: _____ %

Basis Weight: _____

Brightness: _____

Caliper: _____

Sheffield: _____

Moisture: _____

Coefficient of static friction: _____

Do you wish the contract to be considered fulfilled when 20% over the Estimated quantities have been shipped _____ Yes _____ No

All quantities listed are estimated and contract payment shall be only for the actual quantities ordered during the course of the contract period. Orders will be placed on an as needed basis and items may not necessarily be ordered at the same time.

Award shall be made by total bid for each item to the lowest responsive and responsible bidder.

BID SIGNATURE PAGE

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), and State Finance Law §139-d, §139-j and §139-k (Procurement Lobbying), 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). Information may be accessed at:

Procurement Lobbying: <http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

Legal Business Name of Company Bidding:	
D/B/A - Doing Business As (if applicable):	
Street	City State Zip County
NYS Vendor Identification Number (see NYS vendor file registration clause): _____	
Federal Tax Identification Number (do not use social security number): _____	
If applicable, place an "x" next to each that apply: <input type="checkbox"/> Small Business <input type="checkbox"/> Minority-owned Business Enterprise (MBE) <input type="checkbox"/> Woman-owned Business Enterprise (WBE)	Vendor Responsibility Questionnaire Filed Online: <input type="checkbox"/> Yes <input type="checkbox"/> No Products manufactured in New York State <input type="checkbox"/> Yes <input type="checkbox"/> No
Phone # :	Email Address:
Fax #:	Email Address receiving Purchase Order:
Company Web Site Address:	
Bidder's Signature:	Printed or Typed Name:
Date:	Title:

ACKNOWLEDGMENT PAGE

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), and State Finance Law §139-d, §139-j and §139-k (Procurement Lobbying), 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). Information may be accessed at:

Procurement Lobbying: <http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 20 __, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at _____, Town of _____, County of _____, State of _____; and further that:

[Check One]

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

Notary Public
Registration No.

ATTACHMENT 2

REQUIRED FORMS

- MANUFACTURER'S CERTIFICATE**
- LOBBY LAW DISCLOSURE/CERTIFICATION**
- ST-220-TD TAX & FINANCE CONTRACTOR CERTIFICATION**
- ST-220-CA TAX & FINANCE COVERED AGENCY CERTIFICATION**
- NEW YORK STATE REQUIRED CERTIFICATIONS (MacBride Fair Principles, Non-Collusive Bidding, Diesel Emissions, Iran Divestment Act)**
- USE OF NEW YORK STATE BUSINESSES**
- INSURANCE DOCUMENTS (see clause 5.3, no form attached)**
- EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN (see clause 5.5, no form attached)**
- VENDOR RESPONSIBILITY QUESTIONNAIRE (see clause 5.15, no form attached)**

MANUFACTURER'S CERTIFICATE

NOTE TO BIDDERS:

This "Manufacturer's Certificate" is to be removed, and forwarded to the paper manufacturer by the bidder, completed and returned to the bidder by the paper manufacturer, and submitted with the bidder's offer. (See "QUALIFICATION OF BIDDER" clause.)

BIDDER'S COMPANY NAME: _____

ADDRESS: _____

The manufacturer executing this certificate by signature below does hereby attest to the accuracy and validity of the responses to the following questions:

- 1. Is the bidder listed above an authorized dealer? _____ Yes _____ No
- 2. Do you as a manufacturer agree to supply the bidder/dealer with the paper specified within IFB-0003? _____ Yes _____ No

MANUFACTURER'S COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PRINTED OR TYPED COPY OF SIGNATURE

SIGNATURE OF AUTHORIZED
MANUFACTURER'S REPRESENTATIVE

DATE

* * * * *

**Offerer's Affirmation of Understanding of and Agreement pursuant to
New York State Finance Law §139-j (3) and §139-j (6) (b)**

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

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

No ___ Yes ___

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please check):

No ___ Yes ___

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please check):

No ___ Yes ___

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No ___ Yes ___

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Date: _____

Signature

**Offerer's Certification of Compliance
with State Finance Law §139-k(5)**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

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

ST-220-TD

(6/06)



New York State Department of Taxation and Finance

Contractor Certification

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

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

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()
Covered agency name	Contract number or description	Estimated contract value over the full term of the contract (but not including renewals) \$	
Covered agency address		Covered agency telephone number	

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need Help?

-  **Internet access:** www.nystax.gov
(for information, forms, and publications)
-  **Fax-on-demand forms:** 1 800 748-3676
-  **Telephone assistance** is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday. 1 800 698-2931
- To order forms and publications: 1 800 462-8100
- Sales Tax Information Center:** 1 800 462-8100
- From areas outside the U.S. and outside Canada: (518) 485-6800
- Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

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

I, _____, hereby affirm, under penalty of perjury, that I am

(name)

(title)

of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 - Contractor registration status

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

Section 2 - Affiliate registration status

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

Section 3 - Subcontractor registration status

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

ST-220-CA

(6/06)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

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

Contractor name				For covered agency use only Contract number or description
Contractor's principal place of business		City	State	
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number				Estimated contract value over the full term of contract (but not including renewals)
Covered agency name				\$
Covered agency address				Covered agency telephone number

I, _____, hereby affirm, under penalty of perjury, that I am

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

Instructions

General Information

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

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
COUNTY OF } SS.:

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

_he resides at _____

Town of _____

County of _____

State of _____; and further that:

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

NEW YORK STATE REQUIRED CERTIFICATIONS

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with New York State Finance Law §165, the Contractor certifies that it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor, either (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes No, and if yes:

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

Yes No

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with New York State Finance Law §139-d, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

(A) The prices of 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;

(B) 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

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

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

DIESEL EMISSION REDUCTION ACT

Pursuant to §19-0323 of the N.Y. Environmental Conservation Law ("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, 2012. 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.

IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in New York State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

BIDDER JOINT BIDDER

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Company: _____ Company: _____

Principal Place of Business Address: Principal Place of Business Address:

Federal Tax Identification #: Federal Tax Identification #:

DATE: _____ DATE: _____

Group 23830, COMPUTER PAPER
ENCOURAGING USE OF NEW YORK STATE BUSINESSES
IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? Yes No

If yes, identify New York State Business(es) that will be used; (Attach identifying information or list below):

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

