



**INVITATION FOR BIDS (IFB) SOLICITED BY THE  
NEW YORK STATE OFFICE OF GENERAL SERVICES  
FOR  
OFFSET REPRODUCED BOUND BOOKS  
IN  
ALBANY, NY  
Solicitation Number: 1818**

**Release Date: May 30, 2014**

**Mandatory Intent: June 24, 2014**

**Proposals Due: July 10, 2014 @ 2:00 PM EST**

**Designated Contact: T.J. Karl, CMS**

NYS Office of General Services  
Financial Administration, 32<sup>nd</sup> Floor  
Corning Tower, Empire State Plaza  
Albany, NY 12242  
Voice: 518-474-5981  
Email: [thomas.karl@ogs.ny.gov](mailto:thomas.karl@ogs.ny.gov)

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# 1. Introduction

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## 1.1 Overview

This contract shall be for use by the OGS Central Printing and Copy Center and will be for the reproduction of books by offset lithography from camera-ready copy, negatives or disks/electronic files.

This item is divided into two sizes as follows: 5-1/2" x 8-1/2" trim size and 8-1/2" x 11" trim size; however, smaller sizes may be ordered and priced at the contract size it fits under. Books may be upright or oblong. Various binding options will be required and are to be quoted separately.

## 1.2 Designated Contact

In compliance with the Procurement Lobbying Law, T.J. Karl, Contract Management Specialist, NYS Office of General Services, Division of Financial Administration has been designated the **PRIMARY** contact for this procurement solicitation and can be reached by email, voice or fax for all inquiries regarding this solicitation.

T.J. Karl, Contract Management Specialist 1  
NYS Office of General Services  
Financial Administration  
Corning Tower, 32nd Floor, ESP  
Albany, New York 12242  
Voice: 1-518-474-5981  
Email: [Thomas.Karl@ogs.ny.gov](mailto:Thomas.Karl@ogs.ny.gov)

In the event the designated contact is not available, the **alternate designated contacts** are:

Diane Robinson, Contract Management Specialist 2  
NYS Office of General Services  
Financial Administration  
Corning Tower, 32nd Floor, ESP  
Albany, New York 12242  
Voice: 1-518-474-5981  
Email: [Diane.Robinson@ogs.ny.gov](mailto:Diane.Robinson@ogs.ny.gov)

Warren Joscelyn, Contract Management Specialist 1  
NYS Office of General Services  
Financial Administration  
Corning Tower, 32<sup>nd</sup> Floor, ESP  
Albany, NY 12242  
Voice: 1-518-474-5981  
E-mail: [warren.joscelyn@ogs.ny.gov](mailto:warren.joscelyn@ogs.ny.gov)

William Macey, Contract Management Specialist 3  
NYS Office of General Services  
Financial Administration  
Corning Tower, 32<sup>nd</sup> Floor  
Empire State Plaza  
Albany, NY 12242  
Voice: 1-518-474-5981  
E-mail: [bill.macey@ogs.ny.gov](mailto:bill.macey@ogs.ny.gov)

For inquires related **specifically** to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Anuola Surgick, Compliance Specialist 2  
New York State Office of General Services  
Office for Minority and Women Owned Business Enterprises  
Empire State Plaza, Corning Tower -35th Floor  
Albany, NY 12242  
Voice: 1-518-473-7083  
E-mail: [anuola.surgick@ogs.ny.gov](mailto:anuola.surgick@ogs.ny.gov)

### 1.3 Minimum Bidder Qualifications

The following mandatory minimum qualifications **must** be met:

1. Possess the necessary printing equipment to perform the printing requirements as described in this IFB.. Brokers will not be accepted.
2. Provide proof indicating a minimum of (3) prior projects that are of similar size and scope to the projects outlined in this IFB.
3. Must use recycled paper in compliance with the recycled content and recycled certification requirements specified herein. Proposed paper must meet all specifications contained in the IFB.

### 1.4 Key Events

The Table below outlines the tentative schedule for important action dates.

The Table below outlines the tentative schedule for important action dates. This schedule represents OGS’ best estimate of the schedule that will be followed. OGS reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. OGS will communicate any adjustment to this schedule of events via e-mail to all potential bidders who have filed a timely intent to submit a proposal.

Action	Date
OGS issues IFB No. 1818 – Offset Reproduced Bound Books	May 30, 2014
Proposer submits mandatory intent to bid	June 24, 2014
Deadline for Submission of Bidder Questions	June 27, 2014
OGS Issues Responses to Written Questions (estimated)	July 3, 2014
Bid Due Date/Bid Opening Date	July 10, 2014 @ 2:00pm
Contract Start Date	Upon OSC Approval

### 1.5 Intent to Submit a Proposal

Proposers who wish to submit a proposal **must register** their Intent to Submit a Proposal with OGS by sending notice to the designated contact, T.J. Karl, via email [thomas.karl@ogs.ny.gov](mailto:thomas.karl@ogs.ny.gov). Proposers shall include their company name, address, phone, fax, contact name, title, email address. Proposers must register their intent no later than the date and time indicated in Section 1.4 – Key Events.

Only registered Proposers will be allowed to submit proposals for this RFP. Also, only registered Proposers will receive updates or responses to questions regarding this RFP. By registering Intent to Submit a Proposal, Proposers are not obligated to submit a proposal. Late submissions will not be accepted. Proposers assume sole responsibility for ensuring that their intent is received and on time.

## 2. Bid Submission

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### 2.1 IFB Questions and Clarifications

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

T.J. Karl, Contract Management Specialist 1  
OGS Division of Financial Administration  
32nd Floor, Corning Tower, ESP  
Albany, NY 12242  
Phone: 1-518-474-5981  
e-mail: [Thomas.Karl@ogs.ny.gov](mailto:Thomas.Karl@ogs.ny.gov)

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

Deadline for submission of questions will be as stated in Section 1.4 - Key Events.

### 2.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

1. **Cover Letter.** The cover letter must confirm that the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, that should the contract be awarded to your company, you would be prepared to begin services upon OSC approval. The cover letter must include the full contact information of the person(s) NYS OGS shall contact regarding the bid. A company representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used.
2. **Minimum Qualifications.** Bidders must submit information to confirm their ability to meet the minimum qualifications to provide the services requested in this IFB as set forth in Section 1.3.
3. **Pricing.** Bidder shall list on the attached bid form (Attachment 1) the bid amount.
4. All other required completed forms from Appendix B – Required Forms.

**Note:** OGS reserves the right to request any additional information deemed necessary to ensure that the bidder is able to fulfill the requirements of the contract.

### 2.3 Bid Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

### 2.4 Packaging of IFB Response

Please submit **(4) originals of the Bid Proposal Form (Attachment 1)**, along with **(4) original Signature Pages and Acknowledgement found in Appendix B**, as well as any bid addenda.

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 – 1818 (this document)
- Bid Due Date and Time: **(as indicated in Section 1.4 - Key Events)**
- Bid for Offset Reproduced Bound Books in Albany, NY

Failure to complete all information on the bid envelope and / or packages may necessitate the premature opening of the bid and may compromise confidentiality.

## 2.5 Instructions for Bid Submission

**Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.**

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including signed bid addenda if any, to the NYS Office of General Services - Division of Financial Administration at the following address:

OGS Financial Administration  
Empire State Plaza, Corning Tower, 32nd Floor  
Albany, NY 12242  
Attn: T.J. Karl  
IFB # 1818

**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 and approval of a contract.

Bids must be received in the above office on or before **2:00 PM on the date indicated in Section 1.4 - Key Events. Bidders assume all risks for timely, properly submitted deliveries.**

The received time of bids will be determined by the clock at the above noted location.

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

**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 OGS Mailroom is NOT sufficient, and that at least historically, one overnight carrier has been known to deliver its packages to the OGS Mailroom. OGS 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.

### **Important Building Access Procedures for Delivered Bids:**

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the bid opening.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site: <http://ogs.ny.gov/BU/BA/Parking/Visitor/>

### **3. Administrative Information**

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#### **3.1 Issuing Office**

This IFB is being released by the New York State Office of General Services Division of Financial Administration on behalf of the OGS Central Printing Unit.

#### **3.2 Method of Award**

Award shall be made to the vendor who has the lowest responsive and responsible bid based on the grand total on Attachment 1, Bid Form.

Upon determination of the lowest responsive and responsible bidder, the Sample Contract, a sample of which is found in Appendix C hereto, which appendix is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein, will be completed with the successful bidder's information and appended to this IFB and the successful bidder's bid to form the contract between the parties that will be processed for all necessary State approvals.

The Grand Total bid amount of the successful bidder shall be used to establish the contract value. The established contract value shall not be exceeded.

#### **3.3 Price**

Prices shall be inclusive of all customs, duties, charges, overhead, travel, and other ancillary costs and will be FOB; delivery point as identified in Section 4 – Detailed Scope of Work. Pricing is represented as square footage, per page, per copy, per set, etc. as indicated on Attachment 1 - Cost Proposal Form.

##### **3.3.1 Figuring Your Bid**

Total for paper stock, printing and binding is arrived at by multiplying the price bid per M (1000) signatures or covers, multiplied by the number appearing in the bracket ( ) and adding the resulting figures for each box together. Numbers with an asterisk (\*) indicate that there may have been no requirement for that item or the amount is unknown; but for the purpose of awarding this contract, that number will be used as the estimated quantity.

##### **BALANCED BIDS:**

Prices quoted per signature must be in balance; for example, the price of a one color 8-page signature shall not be more than double the price of the same page size one color 4-page signature, the price of a one color 16-page signature shall not be more than double the price of the same page size one color 8-page signature, etc.

Two color prices must be similarly balanced. For example, the price of a 2-color 8-page signature may not be more than double the price of the same page size 2-color 4 page signature, etc. Furthermore, 2 color signature or cover prices shall not be more than double the price for the same size one color signature or cover.

Paper prices must be similarly balanced. Out-of-balance bids may be rejected in whole or in part; however, OGS reserves the right to negotiate prices downward with the apparent low bidder to lower unbalanced prices.

#### **3.4 Term of Contract**

**This contract will commence upon OSC approval and will be in effect for five (5) years.**

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of OGS' intent to cancel. Any cancellation by OGS 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 OGS, 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 5.16 – Termination.

### 3.5 Price Adjustment (Escalation / De-escalation)

The paper prices set forth in this contract shall be adjusted every six months following the first six months of the contract in accordance with the provisions of this clause. There shall be no price adjustments during the first six months of the contract.

The paper prices shall be adjusted based on the Not Seasonally Adjusted "Producer Price Index (PPI)" Commodity Data , **Series ID: WPU094**, Publications, printed matter and printing material, published monthly by the U.S. Department of Labor, Bureau of Statistics. The index is also available through the Internet at the Bureau of Labor Statistics website. Go to <http://data.bls.gov/PDQ/outside.jsp?survey=wp>, click on "Pulp, paper, and allied products (code 09)", then click on "Publications, printed matter and printing material ( code 094)".

For all paper prices listed in this Invitation for Bids and resulting Contract Award Notification, a price change (either upward or downward) will be established by the State every six months following the first six months of the contract.

The adjustment shall be established by assigning the PPI Series ID referenced above and establishing base and adjusted indices as follows: Following the first six months of the contract, price adjustments shall be effected beginning with the first month following the first six months of the contract (For example, for a contract with a start date of March 1, 2014, the effective price adjustment date would be September 1, 2014) and every six months of the contract thereafter. The contract base index shall be established utilizing the aforementioned PPI Series ID for the third month prior to the month of the contract start date and comparing it to the period three months prior to the effective adjustment date. The adjusted index minus the base index is divided by the base index and multiplied by 100 to arrive at the percentage of increase or decrease. NOTE: This new adjusted index will then become the base index for the next price adjustment period. All calculations will be based upon data from the first-published version of the month's index.

The resulting percentage of increase or decrease shall be applied to the paper prices to arrive at the new contract pricing. Each succeeding six months will follow this format. Price increases or decreases shall not exceed 5%.

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 Publication and Printing Paper, All Types as applicable, and adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid February). The Contractor has the sole responsibility to request, in letter form, 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 below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. **Request and documentation must be sent to the OGS Contract Unit, Corning Tower, 32nd Floor, Empire State Plaza, Albany, New York 12242.**

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, 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.

### 3.6 Method of Payment

When the work is successfully completed, the Contractor shall submit a Monthly Invoice or a Standard Voucher for payment with a copy of the formal e-mail request, noting the date and time of the request and the project #. All Invoices or Standard Vouchers will be processed in accordance with established procedures of the New York State Office of General Services and the Office of the State Comptroller.

The Invoice or Standard Voucher will contain the Contract ID number (i.e.: C00XXXX) and, either in its body or as an attachment, a statement that **itemizes work completed** during the payment period.

All Invoices or Vouchers are to be submitted for payment to:

Office of General Services  
Business Services Center –or- [OGS.sm.AccountsPayable@ogs.ny.gov](mailto:OGS.sm.AccountsPayable@ogs.ny.gov)  
Empire State Plaza Station  
P. O. Box 2117  
Albany, New York 12220-0117

**MANDATORY:** A copy of the invoice and service report **must** be sent to the Office of General Services Central Printing Unit.

### **3.7 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, in 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](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by phone at 518-474-4032. 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.

Please note that in conjunction with New York State's implementation of a new Statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

### **3.8 Liquidated Damages**

The contractor must meet the deadline set by the OGS Central Printing Unit. If the contractor fails to meet the expedited turn-around, then they shall be paid at the standard rate. If the contractor fails to meet the standard turn-around then they shall receive a discounted payment in the amount of 10% per 24 hour period, or portion thereof late.

### **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 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 Section 1.4 – Key Events. The request must cite the specific section and requirement in 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.

### **3.11 Dispute Resolution**

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations or contract awards. OGS Financial Administration encourages vendors to seek resolution of disputes through consultation with OGS Financial Administration staff. (Note: prior to contract Award all disputes must be sent to the Designated Contact) All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the bid document.

### **3.12 Examination of Contract Documents**

- Each bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- Each bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the

contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.

- Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
- Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

### **3.13 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.

### **3.14 Inspection of Books**

It is expressly understood and agreed that the Office of General Services 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.

### **3.15 Glossary of Terms**

**Issuing Office** - shall mean the New York State Office of General Services, Division of Financial Administration on behalf of Central Printing and Copy Center.

**Contractor or Vendor** - shall mean the successful awardee of a contract pursuant to this IFB.

**Invitation for Bids** - This document also, referred to herein as "IFB".

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

**Commissioner** - Wherever the term Commissioner is used, it shall be understood to refer to the Commissioner of General Services or his duly authorized representative. In most instances the "Issuing Office" will mean the Commissioner of General Services' duly authorized representative.

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

**Contract Documents** - Drawings and project manual (specifications and front end documents)

**Business day** – 1 standard business day shall be from 8:30AM to 5:00PM, Monday through Friday, excluding Holidays.

### **3.16 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. Detailed Scope of Work

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### 4.1 Printing of Books

This contract shall be for use by the OGS Central Printing and Copy Center and will be for the printing of books by offset lithography from camera-ready copy, negatives or disks/electronic files.

Printing of books is divided into two sizes as follows: 5-1/2" x 8-1/2" trim size and 8-1/2" x 11" trim size; however, smaller sizes may be ordered and priced at the contract size it fits under.

Books may be upright or oblong (at no additional charge).

Books may contain halftones, screen tints or duotones; however, no guarantee can be made as to the number of halftones or screen tints or duotones which will appear in any one book. On occasion, the printing on one or more pages will bleed off on 1, 2 or 3 sides.

Cover pages may print on pages 1, 2, 3 and 4, or any combination thereof. Cover printing may be in line, halftone, duotone, solid reverse, four color process or any combination thereof. Multi-color, up to six colors and/or four color process may be required for both text and cover pages.

### 4.2 Quality

Books are to be produced of the highest quality, and bidder must quote only on this basis. Accurate reproduction is required throughout all of the delivered books. All presswork will be properly made ready, producing a clean, clear, sharp and even impression. Halftones must show a complete range of highlights, middletones, and shadows. One color jobs such as maps, which may require different tint areas to distinguish counties, etc., must be carefully printed so that such areas can be visibly discerned.

Books that are of sub-par quality will be rejected and will have to be replaced at Contractor's expense.

Only bids offering recycled paper in compliance with the recycled content and recycled certification requirements specified herein will be considered. Proposed paper must meet all specifications contained in the IFB.

New York State reserves the right to enter the Contractor's plant at any time during the contract period to observe work in process and quality control procedures.

### 4.3 Estimated Quantities

The quantities listed are estimated only. Contract shall be only for actual quantities ordered during the course of the contract term.

### 4.4 Overruns and Underruns

Orders up to 50,000 copies shall not exceed  $\pm 2\%$ .

Orders over 50,000 copies shall not exceed  $\pm 2\%$ .

OGS, at its option, may either accept or reject additional quantities beyond the allowable overrun.

If overruns beyond the allowable percentages are accepted, they will be at a negotiated reduction in price.

### 4.5 Notification/Request for Services

A formal request via email (noting the time and date of the request) will be completed by The Office of General Services Central Printing and Copy Center and sent to the Contractor. The request will either note **standard or expedited turn-around time**. The contractor shall invoice in accordance with the turn-around time requested. If the deadline is not met refer Section 3.8 - Liquidated Damages.

## 4.6 Pricing

NOTE: Quote a price per signature or cover for first M; a price per signature or cover for additional M's up to 10,000 total; and a price per signature or cover for additional M's over 10,000 up to 150,000.

When the total quantity of an order exceeds 10,000, only the price for the first 1M copies plus the price for additional M's over 10,000 will be used to calculate the cost of the job. The price for additional M's up to 10M total will not be used when the total quantity exceeds 10,000. All pages in a job, whether printed or blank shall be considered as chargeable pages. Except for outputting negatives, the base per signature or base per cover quoted prices for printing shall include all charges for all operations. One color, two color or four color signature and cover prices for printing shall include all charges for all operations relating to the printing of each signature or cover including, but not limited to stripping, plates, make-ready, ink, presswork, etc. **NO CHARGES FOR PAPER ARE TO BE INCLUDED IN THE SIGNATURE OR COVER PRINTING PRICES.** Base price per signature charges shall be allowed based on the smallest number of signatures which may be used to make up the books. (The minimum charge is 4 pages). Distribution of multi-color pages will determine the make-up of signature charges for the base prices. For example, a 20 page book containing two colors on the last page shall be billed as one 16-page signature at one color and one 4-page signature at two colors. All multi-color printing will be figured at the multi-color base price per signature or cover, plus price for additional multi-color signatures or covers (see sample calculation). **NO EXTRA OR SPECIAL CHARGES WILL BE ALLOWED.**

All three color work will be priced using Four-Color charges. Work requiring more than Four-Colors will be priced as follows: For Five-Color work, add the Four-Color signature prices and the 1-Color signature prices to determine the price for Five-Color work. For Six-Color work add the Four-Color signature prices and the Two-Color signature prices to determine the price for Six-Color work.

Prices shall include all costs necessary or incidental to proper execution of this contract including all customs duties and charges and net F.O.B. inside delivery to the OGS Central Printing Unit. Bldg. 18, State Campus, Albany, NY.

## 4.7 Packing

Books shall be bulk packed in **UNMARKED** cartons not to exceed 40 pounds. Each carton must be labeled on end to show contract number and/or purchase order, title of book and quantity.

## 4.8 Partial Shipments

The State reserves the right to request and receive partial shipments in designated increments as specified on the reproduction request.

## 4.9 Staffing Requirements

An authorized Company Representative must be available each workday, Monday through Friday, between the hours of 8:30 A.M. and 5:00 P.M. to furnish information to the State regarding production status and delivery information.

## 4.10 Specifications

QUANTITY:

Minimum ordering quantity is 1,000 copies. Maximum ordering quantity is 250,000 copies.

SIZE: Standard Page Sizes: 5-1/2" x 8-1/2" and 8-1/2" x 11" trim size.

Books requiring bleed trimming may be trimmed 1/8" smaller each dimension. Smaller page sizes for each size may be ordered and priced at the contract size it fits under.

COPY:

Copy may be furnished in any of the following mediums: camera-ready hard copy, disk or electronically via FTP or email. If copy is submitted on disk or electronically it will be the responsibility of the agency utilizing the contract to provide the contractor with fully formatted disks or files ready for output. Any opinion as to non-acceptable copy will

be resolved by the Office of General Services. Disks and electronic files should include all fonts, halftones, line work, screens, graphics and color breaks. Contact contractor for details on saving files and file submissions. In the event that OGS supplied files require formatting beyond what is typically standard to satisfactorily output or produce a job, the hourly charge for graphic design services shall apply. The contractor shall contact the OGS Central Printing and Copy Center prior to commencing with any of these services with an assessment of the charges for such services. Contractor must have the capability to accept copy from all of the following media types and platforms:

#### MEDIA TYPES

- 1.Camera-ready hard copy.
- 2.CD/DVD.
- 3.FTP.
- 4.E-Mail (must be able to accept e-mail files up to 20MB).

#### PLATFORMSAPPLICATIONS AND VERSION

PC and Mac Computer usersQuark Xpress 8 or lower

Adobe Acrobat 9 Pro or lower

Adobe Illustrator CS5 or lower

Adobe PageMaker 7 or lower

Adobe Photoshop CS5 or lower

Adobe InDesign CS5 or lower

The price for producing negatives from camera ready copy will be quoted separately. One negative will be allowed for each single ink color on each page size unit.

The price for outputting film from disks will be quoted separately. One negative will be allowed for each single ink color on each page size unit. It will be the agency's responsibility to provide the contractor with properly formatted disks and the contractor's responsibility to notify the agency if disks have not been properly formatted.

#### GRAPHIC DESIGN:

On occasion, the agency may require graphic design services under this contract. Bidders are requested to quote an hourly charge for these services.

#### TINTS, HALFTONES, DUOTONES AND COLOR SEPARATIONS:

Tints, halftones, duotones and color separations are to be quoted separately. If these items are provided on disks or electronic files, no additional charges for tints, halftones, duotones or color separations will be allowed. An additional charge shall be allowed for producing color separations from color prints or 35 MM transparencies.

#### PRESSWORK:

Presswork may range from 1 to 6 PMS Colors or 4-Color Process with additional PMS Colors, to be selected by the ordering agency.

#### INK:

The sum or incidental concentration levels of lead, cadmium, mercury or hexavalent chromium in ink shall not exceed 100 parts per million (ppm) by weight. In accordance with Article 2, section 7-a of the New York State Printing and Public Documents law, unless it is determined that the cost of printing with vegetable-based ink is significantly greater than the cost of printing with petroleum-based ink, all lithographic inks used in the production of

New York State printing requirements shall contain the following minimum percentages of vegetable oil: News Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; Heat Set Inks - 10%.

#### PRESS VARNISH/AQUEOUS COATING:

Coated covers 1 & 4 must be press varnished or aqueous coated to prevent scuffing. No additional charge shall be allowed for varnishing or aqueous coating covers.

#### BINDING:

Signature printing prices include saddlewire stitching with two wire stitches. If necessary to prevent cracking of cover, contractor must score cover at no additional charge.

Books may be required either upright or oblong. Other binding options required are perfect bound, tape bound, plastic ring bound, wire-o bound and spiral bound. Quote a price additional for binding options specified.

#### PROOFS:

Two complete positioned proofs of each color in job must be submitted, and shall be included in price per signature and cover printing prices. Either laser proofs, blue proofs or equivalent digital proofs shall be provided; and match prints or equivalent digital proofs may be required for multi-color work. Time which proofs are held by agency will be added to delivery period. Proofs must be submitted no later than 3 working days after receipt of order and copy.

#### DELIVERY:

QUANTITIES UP TO 50,000 within 10 working days after OK proof

From 50,001 to 150,000 within 15 working days after OK proof

From 150,001 to 250,000 within 20 working days after OK proof

The above requirements must be strictly adhered to. Failure by contractor to make delivery per schedule, may result in late penalties being imposed. Repeated lateness may result in cancellation of contract.

The number of working days referred to is calculated from the day which the contractor receives the purchase order and copy from agency. The time which the agency holds the proofs and any revises, will be added to the delivery period.

Contractor must keep accurate records for this contract showing date when complete copy and purchase order were received, the dates proofs were sent, returned and revised and delivery dates. The Procurement Services Group may request copies of these records at any time.

#### PREPARATORY MATERIALS:

All mechanicals, disks, and negatives are or will become the property of New York State and are to be delivered to the ordering agency with delivery of each job.

#### DRILLING:

On occasion, some booklets will require one, two or three hole drilling. Quote a price additional where requested.

#### WAFER SEALING:

On occasion, some booklets will require wafer sealing up to a total of three wafer seals on booklets up to 100 pages. Quote a price additional where requested.

## **4.11 RECYCLED PRODUCT/SERVICE REQUIREMENTS**

### **RECYCLED STOCKS:**

Cover - (uncoated) - Recycled Offset or Opaque Offset Cover: White and complete range of standard colors - Sub. 65 (basis 20" x 26").

Cover - (coated) - Recycled Gloss Coated Cover: White - Sub. 80 and 100 (basis 20" x 26").

Text - (uncoated) - Recycled Offset: White -- Sub. 60 (basis 25" x 38").

Text - (coated) Recycled Gloss Coated Text: White - Sub 80 (basis 25" x 38").

### **RECYCLED STATEMENT/SYMBOL:**

When printing is provided on recycled stock, contractor must include a printed statement or symbol on the printed material which indicates that the document is printed on recycled stock. The emblem or statement is to be positioned on the back of all recycled stock.

## **4.12 Paper Stock**

The majority of the paper stock ordered under this contract will be on 60 lb white uncoated offset or 80 lb white gloss coated text with either a 65 lb white or colored uncoated cover, or 80 lb or 100 lb white gloss coated C2S cover; therefore, prices for these papers are to be quoted separately. If other papers are required during the term of the contract, these papers will be supplied by the contractor and will be paid for at the contractor's cost plus 10%. Payment for non-contract papers will be made after completion of job and submission of a separate invoice from the paper supplier showing the contractor's actual cost. Payment for non-contract papers will be only for quantities required to produce the number of books actually delivered. **NO ADDITIONAL CHARGES FOR SPOILAGE WILL BE ALLOWED.** (Paper costs are not to be included in per signature or cover printing prices).

Paper required may be uncoated text or cover or coated text and coated cover in any combination and in various weights as required.

Private brands are not acceptable. Proposed stock must be at least equal to the referenced brands and shall be the same as that which is sold to the trade under the same brand name. Standard mill brands (which are produced by a mill manufacturer as opposed to a converter) must be furnished.

## **4.13 Site Visit**

The State's representative shall have access to the contractor's plant facilities and original drawings, reproducibles, and white prints pertaining to any State order in progress or finished.

## 5. Contract Clauses and Requirements

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### 5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated June 2011, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

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:

- Appendix A
- Contract
- OGS IFB Number 1818 (This Document) including any addenda
- The awarded Contractor's Bid

### 5.2 Policy and Prohibitions on Procurement Lobbying

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

### 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, Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its 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):

Commercial General Liability Insurance with a limit of not less than **\$3,000,000 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.

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) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractors work.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

If the Contract includes disposal of materials from the job site, the Contractor must furnish to OGS, evidence of pollution legal liability insurance in the amount of **\$2,000,000** maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.

If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

d) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$5,000,000 per loss.

Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

e) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, 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 OGS or (ii) any other form of permission for the release of OGS.

f) 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:

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

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.state.ny.us](http://www.wcb.state.ny.us));

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 Office of General Services – Financial Administration, 40th Floor, Mayor Erastus Corning 2<sup>nd</sup> Tower, Empire State Plaza, Albany NY 12242, 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 OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by OGS 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 the Office of General Services, its agents and employees therefore for lost profits or any other damages.**

## **5.4 M/WBE & EEO Requirements**

### **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%. The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this contract.

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 M/WBEs after the Contract Award and during the term of the Contract must be reported on a revised M/WBE 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>

## 5.5 Right to Know

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the Office of General Services has established and implemented a Right-to-Know/Hazard Communication Program. It is the policy of OGS to provide information and training to advise employees of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used at State Office Buildings by contract vendors.

Before any chemical product is used on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Facility Manager before the chemical is applied.

## 5.6 General Requirements

1. The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
2. The Bidder agrees to notify the Office of General Services of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
3. 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 Commissioner of General Services.
4. 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.
5. 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.
6. 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.
7. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
8. The Commissioner of General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
9. 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 Commissioner of General Services.
10. Services shall be provided in accordance with any applicable specifications provided by OGS and the generally accepted standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes, laws and regulations.
11. **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 Commissioner of the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the

contract. The existing Contractor and its surety shall be liable to the State of New York for costs incurred on account thereof.

12. **STOP WORK ORDER** - The Commissioner of General Services 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 General 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 and its surety 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.
13. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
14. The Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor.
15. The Contractor shall not disrupt the tenants or the building operations during the performance of any work.

## 5.7 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.

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

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

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

## 5.8 Subcontractors

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 solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. If subcontractors are to be used for Additional Services, they will be subject to the Additional Services clause, and associated markup provision herein. The total of all Subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value,

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/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.

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.

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 Assistant to the Director may require concerning the proposed subcontractor's ability and qualifications.

## 5.9 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. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. 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.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. If two or more offers are found to be substantially equivalent, the Commissioner of OGS, at his sole discretion, will determine award using established criteria.

**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.

## 5.10 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.

## 5.11 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 or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the 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>

## 5.12 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.

## **5.13 Termination**

### **A.) Termination**

The Office of General Services 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, OGS 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.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS 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 the Office of General Services, its agents and employees therefore for lost profits or any other damages.

### **B.) Procurement Lobbying Termination**

The Office of General Services 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 Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

## **5.14 Ethics Compliance**

All proposers/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 any contract resulting from this IFB, 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.

## **5.15 Extension of Use**

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, OGS, and the contractor, and subject to applicable approvals. OGS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

## **5.16 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.

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, licenser, 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a 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" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency 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.

## **Appendix B**

### **Required Forms**

# **Invitation for Bids (IFB) for the New York State Office of General Services**

## **Request for Proposal No. 1818**

**May 30, 2014**

## Required Forms

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The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized);
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law;
- Offerer Disclosure of Prior Non-Responsibility Determinations;
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- ST-220 -TD Taxation & finance Contractor Certification (**Submitted directly to Taxation & Finance**)
- ST-220 -CA Taxation and Finance Covered Agency Certification;
- MacBride Principles;
- Non/Collusive Bidding Certification;



Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?

Circle One: Yes No

Will New York State Businesses be used in the performance of this contract?

Circle One: Yes No

If yes, identify New York State Business(es) that will be used; (Attach identifying information).

Does your proposal meet all the requirements of this solicitation? Circle One: Yes No

**BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

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

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please answer the following question:

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

Governmental Entity:

\_\_\_\_\_

Date of Finding of Non-responsibility:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please provide details:

Governmental Entity:

\_\_\_\_\_

Date of Termination or Withholding of Contract:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_



**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 circle):

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 circle):

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 circle):

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)



**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.**

New York State Department of Taxation and Finance

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



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](http://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](http://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.

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)



**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

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

\_he resides at \_\_\_\_\_,  
Town of \_\_\_\_\_,  
County of \_\_\_\_\_,  
State of \_\_\_\_\_; and further that:

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

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

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

# ST-220-CA

(6/06)



New York State Department of Taxation and Finance

## Contractor Certification to Covered Agency

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

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

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
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			
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 \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_ he resides at \_\_\_\_\_ ,

Town of \_\_\_\_\_ ,

County of \_\_\_\_\_ ,

State of \_\_\_\_\_ ; and further that:

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Registration No.

#### Privacy notification

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

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

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

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

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](http://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.

To order forms and publications: 1 800 698-2931  
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.

**Bidder is required to sign both sections on this page**

**MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:  
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

Yes     No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have 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 their compliance with such Principles.

Yes     No

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Name of Business)

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor) 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; an) 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.

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Name of Business)

# Appendix C

## Sample Contract

### Solicitation No. 1818

SAMPLE

**STATE OF NEW YORK**  
**OFFICE OF GENERAL SERVICES**  
**AGREEMENT FOR**  
**OFFSET REPRODUCED BOUND BOOKS**  
**IN ALBANY, NY**  
**WITH**  
**(CONTRACTOR)**  
**CONTRACT # C00XXXX**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the OGS is responsible for the production of offset reproduced bound books in Albany, NY and in fulfilling its responsibility deems it necessary to obtain offset reproduced bound books therefore, and

**WHEREAS**, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best price for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of the production of offset reproduced bound books, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

**1. CONSIDERATION**

OGS shall pay the Contractor for all reproduced bound book fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of \$XXXX. Services performed beyond this amount will not be compensated.

## **2. TERM**

This Agreement shall commence upon OSC approval and will be in effect for five (5) years, unless sooner terminated as herein specified.

## **3. SERVICES**

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Invitation for Bids No. 1818, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

## **4. TERMINATION**

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

### **A) Termination**

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this solicitation 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, OGS may also terminate any contract resulting from this solicitation upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS 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 the Office of General Services, its agents and employees therefore for lost profits or any other damages.

### **B.) Procurement Lobbying Termination**

The Office of General Services 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 Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

**5. RECORDS**

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

**6. TAXES**

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

**7. INDEPENDENT CONTRACTOR**

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

**8. APPENDIX A**

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

**9. ASSIGNMENT**

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

**10. LAW**

This Agreement shall be governed by the laws of the State of New York.

**11. CONDITIONS PRECEDENT**

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

**12. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be

changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

**13. EXECUTORY CLAUSE**

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

**14. INCONSISTENCIES**

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (i) Appendix A
- (ii) This contract agreement
- (iii) Appendix B – Solicitation #1818 including Addenda
- (iv) Appendix C – Contractor's Proposal

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

**15. FORCE MAJEURE**

Neither party hereto will be liable for losses, defaults, or damages under this Agreement 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 Agreement, 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.

**16. ASSIGNMENT BY STATE**

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

## **17. NOTICES**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

## **18. CAPTIONS**

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

## **19. SEVERABILITY**

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

## **20. INFORMATION SECURITY BREACH**

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.

- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

**21. MWBE/EEO**

**I. General Provisions**

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members

and women (“EEO”) and contracting opportunities for New York State Certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## **II. Contract Goals**

- A. OGS hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html> . Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the 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 a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

## **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall certify and affirm that either:
  - a) An EEO policy statement was previously submitted to OGS with the it's bid,  
  
or
  - b) The text set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor's equal employment opportunity policy.
3. The Contractor's EEO policy statement shall include the following language:
  - c) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - d) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
  - e) 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.

- f) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section II, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form EEO 100 - Staffing Plan. To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.

D. Form EEO 102 - Workforce Employment Utilization Report ("Workforce Report")

Contractor agrees it is responsible for updating and providing notice to the OGS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

#### **IV. MWBE Utilization Plan**

A. Contractor certifies that it has submitted a MWBE Utilization Plan to OGS and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

B. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the

occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

## **V. Waivers**

- A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If the OGS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Monthly MWBE Contractor Compliance Report**

Contractor is required to submit a Monthly MWBE Contractor Compliance Report (Form MWBE 102) to OGS by the 10th day of the month during the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where OGS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OGS liquidated damages.
- B. 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.

- C. In the event a determination has been made, after Contractor has been afforded the process that it is due, which requires the payment of liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OGS.

### **23. CONTRACTOR RESPONSIBILITY**

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

The Commissioner of OGS or her designee, 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 Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

**CONTRACT NO. C00XXXX**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**Agency Certification**

"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

**(Company Name)**

**THE PEOPLE OF THE STATE OF NEW YORK**

By: \_\_\_\_\_  
Name:  
Title:  
Federal I.D. No.:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**APPROVED AS TO FORM**  
Eric Schneiderman  
Attorney General

**APPROVED**  
Thomas P. DiNapoli  
State Comptroller

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

: SS.:

COUNTY OF \_\_\_\_\_ }

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

**[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.** \_\_\_\_\_

**State of:** \_\_\_\_\_

# Appendix A

## STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

[Text not included at this time because it is included  
elsewhere in the solicitation. Will be added when contract  
is finalized]

# Appendix B

## Invitation For Bid

SAMPLE

# Appendix C

## Contractor's Proposal

SAMPLE

Attachment 1  
Bid Proposal Form

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**PAPER PRICES FOR SIZE 5-1/2" x 8-1/2"**

**[THIS PAGE IS FOR PAPER PRICES ONLY]**

**60 LB UNCOATED TEXT**

4 pgs.                      8 pgs.                      16 pgs.                      32 pgs.                      64 pgs.

**Base Price Per Sig. for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=	\$____/M X (2)=	\$____/M X (2)=	\$____/M X (2)=	\$____/M X (2)=
Price Per Sig. for Add'l M's up to 10M Total	\$____/M X (4)=	\$____/M X (4)=	\$____/M X (4)=	\$____/M X (4)	\$____/M X (4)
**Price Per Sig. for Add'l M's over 10M Total	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=

**80 LB COATED TEXT**

4 pgs.                      8 pgs.                      16 pgs.                      32 pgs.                      64 pgs.

**Base Price Per Sig. for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=	\$____/M X (2)	\$____/M X (2)	\$____/M X (2)	\$____/M X (2)
Price Per Sig. for Add'l M's up to 10M Total	\$____/M X (4)=	\$____/M X (4)	\$____/M X (4)	\$____/M X (4)	\$____/M X (4)
**Price Per Sig. for Add'l M's over 10M Total	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PAPER PRICES FOR SIZE 5-1/2" x 8-1/2"**

**[THIS PAGE IS FOR PAPER PRICES ONLY]**

**65 LB WHITE UNCOATED COVER**

**Base Price for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=

**65 LB COLORED UNCOATED COVER**

**Base Price for 1st 1M Copies	\$____/M X (1*)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (1*)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (1*)=

**80 LB COATED COVER**

**Base Price for 1st 1M Copies	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=

**100 LB COATED COVER**

**Base Price for 1st 1M Copies	\$____/M X (1*)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (1*)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (1*)=

NOTE: Starred quantities (\*) indicate that there was no previous requirement for that item, but for purposes of this bid, the quantity indicated must be used to calculate your bid.

\*\*If total exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PAPER PRICES FOR SIZE 8-1/2" x 11"**

**[THIS PAGE IS FOR PAPER PRICES ONLY]**

**60 LB UNCOATED TEXT**

4 pgs.

8 pgs.

16 pgs.

32 pgs.

**Base Price Per Sig. for 1st 1M Copies	\$____/M X (1)=	\$____/M X (2)=	\$____/M X (12)=	\$____ X (16)=
Price Per Sig. for Add'l M's up to 10M Total	\$____/M X (1)=	\$____/M X (1)=	\$____/M X (1)=	\$____/M X (1)=
**Price Per Sig. for Add'l M's over 10M Total	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (896)=	\$____/M X (907)=

**80 LB UNCOATED TEXT**

4 pgs.

8 pgs.

16 pgs.

32 pgs.

**Base Price Per Sig. for 1st 1M Copies	\$____/M X (2)=	\$____/M X (2)=	\$____/M X (2)=	\$____/M X (2)=
Price Per Sig. for Add'l M's up to 10M Total	\$____/M X (4)=	\$____/M X (4)	\$____/M X (4)	\$____/M X (4)
**Price Per Sig. for Add'l M's over 10M Total	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PAPER PRICES FOR SIZE 8-1/2" x 11" (Cont'd)**

**[THIS PAGE IS FOR PAPER PRICES ONLY]**

**65 LB WHITE UNCOATED COVER**

**Base Price for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=

**65 LB COLORED UNCOATED COVER**

**Base Price for 1st 1M Copies	\$____/M X (1*)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (1*)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (1*)=

**80 LB COATED COVER**

**Base Price for 1st 1M Copies	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=

**100 LB COATED COVER**

**Base Price for 1st 1M Copies	\$____/M X (1*)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (1*)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (1*)=

NOTE: Starred quantities (\*) indicate that there was no previous requirement for that item, but for purposes of this bid, the quantity indicated must be used to calculate your bid.

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 5-1/2" x 8-1/2" ONE COLOR PRICES**

Signature Prices Include Saddlestitching

**UNCOATED TEXT**

4 pgs.                      8 pgs.                      16 pgs.                      32 pgs.                      64 pgs.

**Base Price	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
Per Sig. for 1st	X	X	X	X	X
1M Copies	(2)=	(2)=	(2)=	(2)=	(2)=
Price Per Sig.	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
for Add'l M's	X	X	X	X	X
up to 10M	(4)=	(4)=	(4)=	(4)=	(4)=
Total					
**Price Per Sig.	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
for Add'l M's	X	X	X	X	X
over 10M Total	(49)=	(49)=	(49)=	(49)=	(49)=

**COATED TEXT**

4 pgs.                      8 pgs.                      16 pgs.                      32 pgs.                      64 pgs.

**Base Price	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
Per Sig. for 1st	X	X	X	X	X
1M Copies	(2)=	(2)=	(2)=	(2)=	(2)=
Price Per Sig.	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
for Add'l M's	X	X	X	X	X
up to 10M	(4)=	(4)=	(4)=	(4)=	(4)=
Total					
**Price Per Sig.	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
for Add'l M's	X	X	X	X	X
over 10M Total	(49)=	(49)=	(49)=	(49)=	(49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRICING PRICES FOR SIZE 5-1/2" x 8-1/2" ONE COLOR PRICES** (Cont'd)

Signature Prices Include Saddlestitching

**UNCOATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

**COATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1st 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 5-1/2" x 8-1/2" TWO COLOR PRICES**

Signature Prices Include Saddlestitching

**UNCOATED TEXT**

4 pgs.                      8 pgs.                      16 pgs.                      32 pgs.                      64 pgs.

**Base Price	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
Per Sig. for 1st	X	X	X	X	X
1M Copies	(2)=	(2)=	(2)=	(2)=	(2)=
Price Per Sig.	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
for Add'l M's	X	X	X	X	X
up to 10M	(4)=	(4)=	(4)=	(4)=	(4)=
Total					
**Price Per Sig.	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
for Add'l M's	X	X	X	X	X
over 10M Total	(49)=	(49)=	(49)=	(49)=	(49)=

**COATED TEXT**

4 pgs.                      8 pgs.                      16 pgs.                      32 pgs.                      64 pgs.

**Base Price	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
Per Sig. for 1st	X	X	X	X	X
1M Copies	(2)=	(2)=	(2)=	(2)=	(2)=
Price Per Sig.	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
for Add'l M's	X	X	X	X	X
up to 10M	(4)=	(4)=	(4)=	(4)=	(4)=
Total					
**Price Per Sig.	\$____/M	\$____/M	\$____/M	\$____/M	\$____/M
for Add'l M's	X	X	X	X	X
over 10M Total	(49)=	(49)=	(49)=	(49)=	(49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 5-1/2" x 8-1/2" TWO COLOR PRICES** (Cont'd)

Signature Prices Include Saddlestitching

**UNCOATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

**COATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1st 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 5-1/2" x 8-1/2" FOUR COLOR AND FOUR COLOR PROCESS PRICES**

Signature Prices Include Saddlestitching

**UNCOATED TEXT**

4 pgs.                      8 pgs.                      16 pgs.                      32 pgs.                      64 pgs.

**Base Price	\$___/M	\$___/M	\$___/M	\$___/M	\$___/M
Per Sig. for 1st	X	X	X	X	X
1M Copies	(2)=	(2)=	(2)=	(2)=	(2)=
Price Per Sig.	\$___/M	\$___/M	\$___/M	\$___/M	\$___/M
for Add'l M's	X	X	X	X	X
up to 10M	(4)=	(4)=	(4)=	(4)=	(4)=
Total					
**Price Per Sig.	\$___/M	\$___/M	\$___/M	\$___/M	\$___/M
for Add'l M's	X	X	X	X	X
over 10M Total	(49)=	(49)=	(49)=	(49)=	(49)=

**COATED TEXT**

4 pgs.                      8 pgs.                      16 pgs.                      32 pgs.                      64 pgs.

**Base Price	\$___/M	\$___/M	\$___/M	\$___/M	\$___/M
Per Sig. for 1st	X	X	X	X	X
1M Copies	(2)=	(2)=	(2)=	(2)=	(2)=
Price Per Sig.	\$___/M	\$___/M	\$___/M	\$___/M	\$___/M
for Add'l M's	X	X	X	X	X
up to 10M	(4)=	(4)=	(4)=	(4)=	(4)=
Total					
**Price Per Sig.	\$___/M	\$___/M	\$___/M	\$___/M	\$___/M
for Add'l M's	X	X	X	X	X
over 10M Total	(49)=	(49)=	(49)=	(49)=	(49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 5-1/2" x 8-1/2" FOUR COLOR AND FOUR COLOR PROCESS PRICES (Cont'd)**

Signature Prices Include Saddlestitching

**UNCOATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

**COATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1st 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 8-1/2" x 11" ONE COLOR PRICES**

Signature Prices Include Saddlestitching

**UNCOATED TEXT**

	4 pgs.	8 pgs.	16 pgs.	32 pgs.
**Base Price Per Sig. for 1 <sup>st</sup> 1M Copies	\$____/M X (1)=	\$____/M X (2)=	\$____/M X (12)=	\$____/M X (16)=
Price Per Sig. for Add'l M's up to 10M Total	\$____/M X (1)=	\$____/M X (1)=	\$____/M X (1)=	\$____/M X (1)=
**Price Per Sig. for Add'l M's over 10M Total	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (896)=	\$____/M X (907)=

**COATED TEXT**

	4 pgs.	8 pgs.	16 pgs.	32 pgs.	64 pgs.
**Base Price Per Sig. for 1st 1M Copies	\$____/M X (2)=	\$____/M X (2)=	\$____/M X (2)=	\$____/M X (2)=	\$____/M X (2)=
Price Per Sig. for Add'l M's up to 10M Total	\$____/M X (4)=	\$____/M X (4)=	\$____/M X (4)=	\$____/M X (4)=	\$____/M X (4)=
**Price Per Sig. for Add'l M's over 10M Total	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 8-1/2" x 11" ONE COLOR PRICES** (Cont'd)

Signature Prices Include Saddlestitching

**UNCOATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

**COATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1st 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 8-1/2" x 11" TWO COLOR PRICES**

Signature Prices Include Saddlestitching

**UNCOATED TEXT**

	4 pgs.	8 pgs.	16 pgs.	32 pgs.	64 pgs.
**Base Price Per Sig. for 1st 1M Copies	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=
Price Per Sig. for Add'l M's up to 10M Total	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=
**Price Per Sig. for Add'l M's over 10M Total	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=

**COATED TEXT**

	4 pgs.	8 pgs.	16 pgs.	32 pgs.	64 pgs.
**Base Price Per Sig. for 1st 1M Copies	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=
Price Per Sig. for Add'l M's up to 10M Total	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=
**Price Per Sig. for Add'l M's over 10M Total	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 8-1/2" x 11" TWO COLOR PRICES** (Cont'd)

Signature Prices Include Saddlestitching

**UNCOATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

**COATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1st 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 8-1/2" x 11" FOUR COLOR AND FOUR COLOR PROCESS PRICES**

Signature Prices Include Saddlestitching

**UNCOATED TEXT**

	4 pgs.	8 pgs.	16 pgs.	32 pgs.	64 pgs.
**Base Price Per Sig. for 1st 1M Copies	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=
Price Per Sig. for Add'l M's up to 10M Total	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=
**Price Per Sig. for Add'l M's over 10M Total	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=

**COATED TEXT**

	4 pgs.	8 pgs.	16 pgs.	32 pgs.	64 pgs.
**Base Price Per Sig. for 1st 1M Copies	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=	\$___/M X (2)=
Price Per Sig. for Add'l M's up to 10M Total	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=	\$___/M X (4)=
**Price Per Sig. for Add'l M's over 10M Total	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=	\$___/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

**PRINTING PRICES FOR SIZE 8-1/2" x 11" FOUR COLOR AND FOUR COLOR PROCESS PRICES (Cont'd)**

Signature Prices Include Saddlestitching

**UNCOATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1 <sup>st</sup> 1M Copies	\$____/M X (2)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (4)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

**COATED COVER**

Print Covers 1&4      Print Covers 1,2,3,4

**Base Price for 1st 1M Copies	\$____/M X (3)=	\$____/M X (2)=
Price Per M for Add'l covers up to 10M Total	\$____/M X (5)=	\$____/M X (4)=
**Price Per M for Add'l covers over 10M Total	\$____/M X (49)=	\$____/M X (49)=

\*\*If total quantity exceeds 10,000 copies, prices from top line and bottom lines only will be used to figure cost of job.

Price per color per page for producing negatives from camera ready copy:

Size	Price
5-1/2" x 8-1/2"	\$____/M X (1*)=
8-1/2 x 11"	\$____/M X (1*)=

NOTE: Starred quantities (\*) indicate that there was no previous requirement for that item, but for purposes of this bid, the quantity indicated must be used to calculate your bid.

Price per color per page for outputting negatives from disks or electric files:

Size	Price
5-1/2" x 8-1/2"	\$____/M X (2)=
8-1/2" x 11"	\$____/M X (3)=

Price per color separation from color prints or 35 MM transparencies:

Size	Price
5-1/2" x 8-1/2"	\$____/M X (1*)=
8-1/2" x 11"	\$____/M X (1*)=

NOTE: Starred quantities (\*) indicate that there was no previous requirement for that item, but for purposes of this bid, the quantity indicated must be used to calculate your bid.

The following Additional Charges shall apply only when Camera Ready Copy is furnished:

<b>Additional Feature/Service</b>	<b>Price</b>
Tints (any size)	\$____/M X (1*)=
Halftones (any size)	\$____/M X (1*)=
Duotones (any size)	\$____/M X (1*)=
Graphic Design Services	\$____/M X (1*)=

NOTE: Starred quantities (\*) indicate that there was no previous requirement for that item, but for purposes of this bid, the quantity indicated must be used to calculate your bid.

DRILLING

**50 Pages or Under**

<b>Size 5-1/2" x 8-1/2"</b>	<b>Price Per M Books</b>
Single Hole Drilling	\$____/M X (1*)=
Double Hole Drilling	\$____/M X (1*)=
Three Hole Drilling	\$____/M X (1*)=

<b>Size 8-1/2" x 11"</b>	<b>Price Per M Books</b>
Single Hole Drilling	\$____/M X (1*)=
Double Hole Drilling	\$____/M X (1*)=
Three Hole Drilling	\$____/M X (1*)=

**50 Pages or More**

<b>Size 5-1/2" x 8-1/2"</b>	<b>Price Per M Books</b>
Single Hole Drilling	\$____/M X (1*)=
Double Hole Drilling	\$____/M X (1*)=
Three Hole Drilling	\$____/M X (1*)=

Size 8-1/2" x 11"	Price Per M Books
Single Hole Drilling	\$____/M X (1*)=
Double Hole Drilling	\$____/M X (1*)=
Three Hole Drilling	\$____/M X (1*)=

NOTE: Starred quantities (\*) indicate that there was no previous requirement for that item, but for purposes of this bid, the quantity indicated must be used to calculate your bid.

WAFER SEALING

**50 Pages or Under**

<b>Size 5-1/2" x 8-1/2"</b>	<b>Price Per M Books</b>
One Wafer Seal	
Two Wafer Seals	\$____/M X (25)=
Three Wafer Seals	\$____/M X (5)=

<b>Size 8-1/2" x 11"</b>	<b>Price Per M Books</b>
One Wafer Seal	
Two Wafer Seals	\$____/M X (25)=
Three Wafer Seals	\$____/M X (5)=

**Over 50 Pages up to 100 Pages**

<b>Size 5-1/2" x 8-1/2"</b>	<b>Price Per M Books</b>
One Wafer Seal	
Two Wafer Seals	\$____/M X (2.5)=
Three Wafer Seals	\$____/M X (50)=

<b>Size 8-1/2" x 11"</b>	<b>Price Per M Books</b>
One Wafer Seal	
Two Wafer Seals	\$____/M X (25)=
Three Wafer Seals	\$____/M X (844)=

BINDING OPTIONS

Price Additional for Various Binding Options Per 1,000 Books:

**50 Pages or Under**

Perfect Bound:

<b>Size</b>	<b>Price Per M Books</b>
5-1/2 x 8-1/2"	\$____/M X (30)=
8-1/2" x 11"	\$____/M X (13)=

Tape Bound:

<b>Size</b>	<b>Price Per M Books</b>
5-1/2 x 8-1/2"	\$____/M X (15)=
8-1/2" x 11"	\$____/M X (10)=

Plastic Ring Bound:

<b>Size</b>	<b>Price Per M Books</b>
5-1/2 x 8-1/2"	\$____/M X (5)=
8-1/2" x 11"	\$____/M X (5)=

BINDING OPTIONS (cont'd)

Wire-O-Bound:

Size	Price Per M Books
5-1/2 x 8-1/2"	\$____/M X (5)=
8-1/2" x 11"	\$____/M X (5)=

Spiral Bound:

Size	Price Per M Books
5-1/2 x 8-1/2"	\$____/M X (5)=
8-1/2" x 11"	\$____/M X (5)=

**51 Pages or More**

Perfect Bound:

Size	Price Per M Books
5-1/2 x 8-1/2"	\$____/M X (30)=
8-1/2" x 11"	\$____/M X (13)=

BINDING OPTIONS (cont'd)

Tape Bound:

Size	Price Per M Books
5-1/2 x 8-1/2"	\$____/M X (15)=
8-1/2" x 11"	\$____/M X (10)=

Plastic Ring Bound:

Size	Price Per M Books
5-1/2 x 8-1/2"	\$____/M X (5)=
8-1/2" x 11"	\$____/M X (5)=

Wire-O-Bound:

Size	Price Per M Books
5-1/2 x 8-1/2"	\$____/M X (5)=
8-1/2" x 11"	\$____/M X (5)=

Spiral Bound:

Size	Price Per M Books
5-1/2 x 8-1/2"	\$____/M X (5)=
8-1/2" x 11"	\$____/M X (5)=