

**State of New York Executive Departmental
 Office of General Services - New York State Procurement
 Corning Tower - 38th Floor
 Empire State Plaza
 Albany, NY 12242**

INVITATION FOR BIDS

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

BID OPENING DATE: February 10, 2015 TIME: 11:00AM EST	TITLE: Group 75525 Printer Supplies; Ricoh INFO PRINT 4000/4100 Toner and Developer Classification Codes: 14, 43, 44 and 45
INVITATION FOR BIDS NUMBER: 22936	SPECIFICATION REFERENCE: As Incorporated in the Invitation For Bids
CONTRACT PERIOD: See "Contract Period" Clause	
DESIGNATED CONTACTS:	
PRIMARY CONTACT: Kelly Belenchia E-mail address: kelly.belenchia@ogs.ny.gov	SECONDARY CONTACT: Dana Ferris E-mail address: OGS.sm.PS_CM_ITServices@ogs.ny.gov

The Bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at: Procurement Lobbying: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>	NYS Vendor Identification Number: <i>(See "New York State Vendor File Registration" clause)</i>
If applicable, place an "x" in the appropriate box <input type="checkbox"/> Small Business <input type="checkbox"/> Minority Owned <input type="checkbox"/> Women Owned <i>(check all that apply):</i> _____ #Employees Business Business	
Legal Business Name of Company Bidding:	
D/B/A - Doing Business As (if applicable):	
Street	City
State	Zip
County	State
If applicable, place an "x" in the appropriate box <input type="checkbox"/> Manufactured Within <input type="checkbox"/> Manufactured Outside <i>(check all that apply):</i> New York State New York State	
If you are not Bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____	
Bidder's Signature: Title:	Printed or Typed Name: Date:
Phone : () - ext ()	Toll Free Phone : () - ext ()
Fax : () - ext ()	Toll Free Fax : () - ext ()
Contact E-mail Address for this IFB (required):	
P.R. # 22936 LIT <input type="checkbox"/> MEMO <input type="checkbox"/> LET <input type="checkbox"/> OTHER <input type="checkbox"/> MISSING PAGES	

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 maintains an office at _____, 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.

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- APPENDIX A – Standard Clauses for New York State Contracts (January 2014)
- APPENDIX B – General Specifications (June 2014)
- APPENDIX C – Equal Opportunity Employment Staffing Plan (EEO100)
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ATTACHMENTS

- ATTACHMENT 1 – Price Page
- ATTACHMENT 2 – Inquiries Template
- ATTACHMENT 3 - Contractor Insurance Requirements
- ATTACHMENT 4 – Bid Submittal Checklist
- ATTACHMENT 5 – Report of Contract Usage
- ATTACHMENT 6 – New York Required Certifications
- ATTACHMENT 7 – Encouraging Use of New York State Businesses

1. INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bids (IFB) is issued by the New York State (NYS) Office of General Services (OGS), NYS Procurement (NYSPRO), on behalf of all Authorized Users that choose to participate. The Contract awarded as a result of this IFB for Ricoh manufactured INFOPRINT 4000 and 4100 Toner and Developer will be established as a NYS Centralized Contract.

All Bid pricing shall be for OEM (Original Equipment Manufacturer)/Original Genuine Brand. No substitutes, generics nor refills will be accepted. A Bid for products other than the Products requested, shall be deemed non-responsive and shall result in the rejection of the complete Bid. In the event that a Product awarded to a Contractor has been discontinued by the OEM prior to or after Contract Award and is no longer available, Contractor shall provide the OEM replacement Product at the pricing as set forth in Contractor's Bid.

The NYS Net Price for a Product shall be the Bidder's best and final price. Bidders are strongly encouraged to read the language of this IFB thoroughly and to precisely follow the instructions included in the attachment pages.

As calculated in Attachment 1 – Price Page A single contract will be executed covering the entire award. All Products will be awarded to a single Bidder having the lowest Grand Total NYS Net Price of the Bid for all Products. Bidders that are submitting a Bid are required to Bid on all Products in this IFB. A BID THAT DOES NOT INCLUDE BIDS FOR EACH AND ALL PRODUCTS SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE IFB.

This IFB outlines the terms and conditions, and all applicable information required for submitting a Bid. A Bidder should pay strict attention to the Bid submission date and time to prevent disqualification. To ensure compliance with Bid requirements and prevent possible disqualification, Bidder must follow the format and instructions in Section 5.4 Bid Format and Content.

1.2 SCOPE

It is the intent of this IFB is to establish a three-year term contract, in accordance with Section 1.5 Contract Period, to provide Original Genuine Brand/OEM Products, as specified herein, to be used by NYS Agencies and all Authorized Users of this contract that choose to participate.

This IFB and the resultant award covers the outright purchase of the following INFOPRINT 4000 and 4100 Printer Products:

- IBM® 57P1887 Genuine Enhanced Printing Version 3 Toner, Black Cartridge
- IBM® 69G7370 Enhanced Developer
- IBM® 1402822 Black Laser Toner
- IBM® 1402823 Developer, Black
- IBM® 57P1892 Genuine Enhanced Printing Version 3 Developer, Black Cartridge
- IBM® 69G7377 Enhanced Toner
- IBM® 56Y2100 Black MICR Toner Cartridge, Black MICR Cartridge
- IBM® 56Y2101 MICR Developer
- IBM® 1402824-MICR Genuine Toner - Black
- IBM® 1402825 MICR Developer

1.3 INQUIRIES/ISSUING OFFICE

All inquiries concerning this IFB shall be addressed to the following OGS NYSPRO designated contact(s) and issuing office:

PRIMARY CONTACT	SECONDARY CONTACT
Kelly Belenchia	Dana Ferris
NYS Office of General Services	NYS Office of General Services
IT Contract Management	IT Contract Management
Corning Tower - 38th Floor	Corning Tower - 38th Floor
Empire State Plaza	Empire State Plaza
Albany, New York 12242	Albany, New York 12242
E-Mail:kelly.belenchia@ogs.ny.gov	E-Mail: GS.sm.PS_CM_ITServices@ogs.ny.gov

All questions must be submitted in writing using Attachment 3 - Inquiries Template, citing the applicable IFB document name and document section. The completed Attachment 3 - Inquiries Template must be emailed to: kelly.belenchia@ogs.ny.gov and OGS.sm.PS_CM_ITServices@ogs.ny.gov by the "Closing Date for Inquiries" indicated in Section 1.4, Key Events/Dates. A Bidder is strongly encouraged to submit questions at the earliest convenience. A Bidder should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be resolved prior to the submission of a Bid. Answers to all questions of a substantive nature will be provided to all Prospective Bidders in the form of a question and answer document which will be posted and released through the NYS Contract Reporter. To register for the NYS Contract Reporter, or update an existing registration, visit: <https://www.nyscr.ny.gov/>

1.4 KEY EVENTS/DATES

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB Release	January 16, 2015	
Closing Date for Inquiries	January 23, 2015	5:00 PM EST
Date for OGS Inquiry Responses (estimated)	January 26, 2015	5:00 PM EST
Submission of Bid and Bid Opening	February 10, 2015	11:00 AM EST
Tentative Awardee Notification (estimated)	February 13, 2015	

1.5 CONTRACT PERIOD

The Contract resulting from this IFB will be for a term of three (3) years. The Contract shall commence upon full execution by both parties. Upon mutual agreement of the Contractor and NYSPRO, this Contract may be extended for two (2) additional one (1) year renewals for a total contract period not to exceed five (5) years.

1.6 QUALIFICATION OF BIDDER

Bids will be accepted from Wholesalers and Direct Resellers that are able to supply the quantities of Products to fulfill its obligations under any resultant contract with the State.

1.7 ESTIMATED QUANTITIES

The quantities or dollar values listed are estimated only. The Contractor(s) must furnish all quantities or dollar values actually ordered. The anticipated dollar value of the Award for this IFB, based on historical and anticipated needs, is approximately \$543.7K annually. See Appendix B §30 Estimated/Specific Quantity Contracts and §27 Participation in Centralized Contracts.

Estimated quantities in Attachment 1 – Price Page are the State's best estimate on future purchases based upon historical and anticipated future needs. The quantities are for evaluation purposes only and are not guaranteed purchases under the contract.

1.8 FINANCIAL STABILITY

If requested, Bidder must document its ability to service a contract with sales volume similar to the scope of this Bid. In addition to sales history, current financial statements may be requested and must be provided within five business days of the request. The State reserves the right to request additional documentation from the Bidder and to request reports on financial stability from independent financial rating services which must be provided within five business days of the request. Failure to provide the information within the specified time period shall deem the Bid non-responsive and shall result in the rejection of the Bid. The Bidder must be financially stable and able to substantiate the financial statements of its company. The State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this Bid.

1.9 DEFINITIONS

Terms used in the IFB documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 Definitions, which is hereby incorporated by reference. In addition, the following definitions shall apply:

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

“Bidder Quote” shall refer to the Bidder’s price offering based on Bidder’s published price for NYS Contract purchases.

“Grand Total for Bid” shall mean the same as Grand Total NYS Net

“Grand Total New York State (NYS)” shall mean the sum of the all Products in this IFB.

“Product” shall refer to printer supplies as set forth in Attachment 1 – Price Page.

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

“May” denotes the permissive in a contract clause or specification. “May” does not mean “required.” Also see “Shall” and “Must.”

“Must” denotes the imperative in a contract clause or specification. “Must” is synonymous with “required.” Also see “Shall” and “May.”

“New York State Procurement (NYSPRO)”(formerly known as Procurement Services Group (PSG)) shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts. The terms NYSPRO and PSG shall be used interchangeably for purposes of this solicitation.

“NYS Net Price” shall refer to the Bidder’s best and final price. The NYS Net Price is the price NYS Authorized Users will pay the Contractor for the Product.

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

“OEM” shall refer to the Original Equipment Manufacturer.

“Shall” denotes the imperative in a contract clause or specification. “Shall” is synonymous with “required.” Also see “Must” and “May.”

“Unit Price” shall refer to the Bidder’s commercially published price. The Unit Price is the price NYS Net price is discounted off of.

2 GENERAL TERMS AND CONDITIONS

2.1 APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby incorporated in, and expressly made a part of this IFB. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

2.2 APPENDIX B

Appendix B, Office of General Services General Specifications, dated June 2014, attached hereto, is hereby incorporated in, and expressly made a part of this IFB. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

2.3 APPENDIX C

Appendix C, Equal Employment Opportunity Staffing Plan (EEO 100), attached hereto, is hereby incorporated in, and expressly made a part of this IFB.

2.4 CONTRACT INTEGRATION, MERGER AND ORDER OF PRECEDENCE

The Contract between the Contractor and the State shall be comprised of a separate document executed by Contractor and OGS incorporating Appendix A, Appendix B, portions of the IFB, portions of the successful Bidder's proposal and other documents as may be identified by OGS for inclusion in the Contract.

Conflict of Terms and Conditions. Conflicts among the documents in the IFB shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts (January 2014);
2. The Invitation for Bids;
3. Appendix B, General Specifications (June 2014);
4. Other Appendices and attachments as deemed necessary

2.5 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor 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 and in Section 1.3. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor 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 Vendor 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/defaultSFL_139j-k.asp.

2.6 MERCURY ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under the Contract resulting from this IFB.

2.7 NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a Contract, the Contractor and any designated authorized reseller(s) who accept payment directly from the State must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and Vendor IDs will be assigned to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor

File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the Contractor is already registered in the Vendor File, the Contractor must enter its ten-digit Vendor ID on this Contract.

If the Contractor is not currently registered in the Vendor File, it must request assignment of a Vendor ID number from OGS. Complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to OGS. Please send this document to the Designated Contact in the Solicitation. In addition, if an authorized reseller(s) is to be used that does not have a Vendor ID, an OSC Substitute W-9 form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) should be completed by each designated authorized reseller and submitted to OGS. The OGS will initiate the vendor registration process for all companies and their authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management/.

2.8 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY (HEREINAFTER THE "QUESTIONNAIRE")

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

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

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

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

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

II. 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.

The Contractor agrees that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate 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.

2.9 TAX LAW §5-A

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

A Vendor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Vendor filed the ST-220-TD with the NYS Department of Taxation and Finance (DTF). Please note that the NYS Department of Taxation and Finance should receive the completed Form ST-220-TD, not OGS. OGS should only receive the Form ST-220-CA. Proposed Contractors should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Vendor Submission). Failure to make either of these filings may render a Vendor non-responsive and non-responsible. Each Vendor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form No. ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

Vendors may call DTF at 518-485-2889 for any and all questions relating to §5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov>.

2.10 BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

2.11 ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NO. 4

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

2.12 PURCHASE ORDERS AND INVOICING

General - All orders and invoices/vouchers shall include the contract number and a line by line listing of separate charges.

Purchase Orders Involving Price Lists - Purchase Orders are to include the following information when a Product is purchased from a price list:

- A. Product description;
- B. Product code/manufacturer number;
- C. Calculation of NYS net contract price per unit by quantity; and
- D. Specific designation of any special pricing which may be better than the NYS Contract price.

Invoices - Authorized Users are instructed not to process invoices that do not include the required information set forth below. Invoices must be detailed and include in the body of the invoice or an attachment to the invoice all of the following items. Failure to comply may result in lengthy payment delays.

Invoices shall include, at a minimum, the following information:

- A. Contract Number;
- B. Purchase Order Number;
- C. Contract Product Number;
- D. Line Product breakdown of all charges;
- E. Line Product breakdown of any deletion; and
- F. Total invoiced price of the Product.

2.13 CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the Products have been delivered and accepted in accordance with IFB Section 3.8, Delivery. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements in Section 2.12, Purchase Orders and Invoicing, including description of the Products as well as Product/SKU number.

2.14 NOTE TO AUTHORIZED USERS

ALL AUTHORIZED USERS ARE URGED TO PROCESS EVERY PAYMENT EXPEDITIOUSLY GIVING PARTICULAR ATTENTION TO THOSE INVOLVING CASH DISCOUNTS FOR PROMPT PAYMENT.

When placing purchase orders under the contract, the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS contracts, should hold the Contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

- a statement of need and associated requirements,
- obtaining all necessary prior approvals,

2.15 "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

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

A. lower in price

-and/or-

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

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

2.16 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Customer Services at 518-474-6717.

2.17 EXTENSION OF USE

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

2.18 EXTENSION OF USE COMMITMENT

The Contractor agrees to honor all orders from State Agencies, Political Subdivisions and others authorized by law (see Section 2.17, Extension of Use) which are in compliance with the pricing, terms, and conditions set forth in the resulting contract document.

Any unilateral limitations/restrictions imposed by the Contractor and/or manufacturer on eligible Authorized Users will be grounds for rejection of the Bid or cancellation of the contract. If a contract, or any portion thereof, is canceled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Contractor.

2.19 POOR PERFORMANCE

Authorized Users should notify NYSPRO Customer Services promptly if the Contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services	Tel: 518-474-6717
New York State Procurement	Fax: 518-474-2437
Customer Services Coordination	E-mail: customer.services@ogs.ny.gov
38th Floor Corning Tower	
Empire State Plaza	
Albany, NY 12242	

2.20 OVERLAPPING CONTRACT PRODUCTS

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

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

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 on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

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

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

A. MWBE Contract Goals

For purposes of this procurement, OGS hereby establishes a goal of 5% for Minority-owned Business Enterprises (MBE) participation and 15% 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. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/diversityusers.asp>. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority and Women Owned Business Enterprises Designated Contacts identified on the front page of the solicitation.

A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract (see clause E below) and ensure that the MWBEs utilized under the Contract perform commercially useful functions (see clause B below). Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation.

B. Commercially Useful Function Requirement

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

- (1) the amount of work subcontracted;
- (2) industry practices;
- (3) whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
- (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and,
- (5) any other relevant factors.

C. By submitting a bid or proposal, Bidder/Contractor agrees to the following:

1. Breach of Contract and Liquidated Damages

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.

2. Utilization Plan

a. Bidders are required to submit a completed 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, a description of the Commercially Useful Function the Contractor intends the MWBE to perform to meet the goals on the State Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE, and performance dates of each component of a State Contract that the Contractor intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder acknowledges that the utilization of MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of the Contract; and, that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

b. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within twenty (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 of notification by OGS, 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.

3. OGS may disqualify a Bidder's bid/proposal 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.

D. Request for Waiver

1. A Bidder who is able to document good faith efforts to meet the goal requirements, as set forth in clause E below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation, 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 C(2)(b& c) and C(3) above will apply.

2. Contractor 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.

3. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the OGS Office for Minority and Women Owned Business Enterprises Designated Contacts identified on the front page of the solicitation for guidance.

E. Required Good Faith Efforts

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

(1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.

(2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

- (3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- (4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- (5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- (6) Other information deemed relevant to the request.

F. Monthly MWBE Contractor Compliance Report

Contractors are required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (NYSCS) to report subcontractor and supplier payments made by Contractor to MWBEs performing commercially useful functions under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State. If a Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS. More information about the NYSCS will be provided if Bidder is awarded a 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>.

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

William Hill, Tryphina Ramsey and Anuola Surgick
New York State Office of General Services
Office for Minority and Women Owned Business Enterprises
Empire State Plaza, Corning Tower -40th Floor
Albany, NY 12242
Voice: 1-518-486-9284
Fax: 1-518-486-2679
Email: Anuola.surgick@ogs.ny.gov

2.22 NEW YORK STATE REQUIRED CERTIFICATIONS

A Bidder is required to submit the signed New York State Required Certifications (Attachment 5 – New York State Required Certifications). Failure to submit this document may result in a Bid being considered non-responsive and may result in a Bid being rejected.

2.23 GENERAL REQUIREMENTS

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. For reasons of safety and public policy, in any contract resulting from this procurement, 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.

2.24 CONTRACT MODIFICATION PROCEDURES

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor, shall be processed in accordance with Appendix D, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix D, Contract Modification Procedure.

The form contained within Appendix D is subject to change at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, §28.

2.25 USE OF RECYCLED OR REMANUFACTURED PRODUCTS

New York State supports and encourages contractors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See

"Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

2.26 BID DEVIATIONS

Pursuant to Appendix B, §8, Extraneous Terms, a Bid must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid. If your proposal differs in any way from the terms or specifications in the IFB, the Bidder shall explain such deviation(s) or qualification(s) and if necessary, provide details as part of their Bid submission. Bidder is advised that OGS will not entertain any exceptions to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions to the IFB or Appendix B (General Specifications) that are of a material and substantive nature.

2.27 PREFERRED SOURCE PRODUCTS

NYS Finance Law Section 162 requires that governmental entities afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), New York State Preferred Source Program for People who are Blind, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the Authorized User. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law Section 162(3) or (4)(b), respectively, before engaging the Contractor.

2.28 REPORT OF CONTRACT USAGE

Contractor shall furnish a report of all Products provided under the Contract during each six month period, no later than the 15th of the month following the close of each prior six months. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. A template for such report is included In Attachment 6 – Report of Contract Usage. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2003, or newer (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, Award Number, Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template.

3 SPECIAL TERMS AND CONDITIONS

Product shall be designed and assembled in accordance with all applicable industry standards. It will comply with all governmental regulations as they apply to the operation of the equipment in which the product will be used in and is described in the base specifications including, but not limited to, those listed below. If applicable, the appropriate decals indicating compliance shall be affixed to the product. Product shall conform to any and all applicable New York State laws, regulations and directives, including but not limited to, New York Codes, Rules and Regulations (NYCRR) and Environmental Protection Agency (EPA) and Occupational Safety & Health Administration (OSHA) requirements.

3.1 REPLACEMENT PRODUCT

If mutually agreed between NYSPRO and the resulting Contractor, a replacement Product may be supplied if end of life has occurred for the Products awarded and the replacement Product has not been awarded under a new solicitation. For each new Product after Contract Award, Contractor shall supply NYSPRO with documentation that the new Product meets or exceeds the specifications for the Product as set forth in the resultant contract. Prices shall be calculated in accordance with Section 3.7, Replacement Product Pricing, and all terms and conditions remain in effect. Upon notification by OGS that THE NEW Product has been awarded under a new solicitation, Contractor shall not accept Purchase Orders beyond that date.

The State may permit the Contractor to offer a replacement Product if the Product originally awarded is discontinued, replaced, or made unavailable by the Original Equipment Manufacturer (OEM). The NYS Net Price for such replacement shall be determined in accordance with Section 3.7, Replacement Product Pricing.

3.2 PRICE

All Bid pricing shall be for OEM (Original Equipment Manufacturer)/Original Ricoh manufactured IBM Product. Products shall be Genuine Brand. Bids for items that are generic or refilled will not be accepted.

Bidder shall only use commercially published pricing when determining New York State Net Price (NYS Net Price). A Bid for a Product that uses pricing other than commercially published pricing, such as "draft" pricing, shall be deemed non-responsive and shall result in the rejection of the Bid. Bidder shall state for each Product the OEM Product number on Attachment 1 – Price Page.

In the event that a Product awarded to a Contractor has reached End of Life prior to Contract Award and is no longer available, Contractor shall provide the Product replacement using replacement Product's pricing, calculated in accordance with Section 3.7, Replacement Product Pricing, or current Product pricing as set forth in Bidder's Bid, whichever is less.

3.3 NYS NET PRICE

The NYS Net Price for each Product Bid shall be a discounted price from the commercial published pricing, such as MSRP. The NYS Net Price for each Product Bid shall include pickup and disposal of empty plastic toner bottles on a regular basis. Delivery shall be FOB Destination.

The NYS Net Price bid for all Products will remain fixed throughout the first 3 years of the Contract term.

3.4 BID PRICING SUBMITTAL

Bidders are required to provide bid pricing by completing grey-shaded cells in Attachment 1 – Price Page and by providing the name and date of the published price list the bid is based on. **Failure to provide this information for a single product or products will render the Bid non-responsive and the Bid shall be disqualified.**

The Products' published pricing entered in Attachment 1 – Price Page for a Product shall match the pricing listed on the submitted commercial price list. In the case of discrepancies, the amount on the commercial price list shall take precedence over the amount entered in Attachment 1 – Price Page.

Bidders shall provide OEM Product Specifications for each Product being Bid.

The published price list and the OEM product specifications for a product shall be submitted as provided in IFB Section 5.4, Bid Format and Content.

Upon Contract award, the pricing information posted on the OGS website for the Contract shall include the following Products from Bidder's Attachment 1 -- Price Page: and the NYS Net Price for each Product.

3.5 LOWER PRICING

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

3.6 GOVERNMENT MANDATED PROGRAM PRICE ADJUSTMENT

An adjustment in price may be permitted, upon approval by the State, if a government mandated program, (e.g., a new standard for environmental impact), takes effect and suitable documentation is furnished to the State and the State determines the requested price change is verifiable and is reasonable. Such a price adjustment may be permitted for only a limited time, since such an adjustment would eventually be reflected in the MSRP.

3.7 REPLACEMENT PRODUCT PRICING

In the event that the State permits the Contractor to offer a replacement Product due to a Product originally awarded is discontinued, replaced, or made unavailable by the OEM pursuant to Section 3.1, Replacement Product, the NYS Net Price for such remain the same or less.

In order to receive approval for a replacement Product, the Contractor must submit the following to NYSPRO upon request:

An updated NYS price list

Current published price list which includes the replacement Products pricing; and

OEM Product Specifications for the replacement Product.

OGS reserves the right to request additional information that may be needed in order to determine that the replacement Product meets the minimum Product specifications as set forth in the resultant contract(s).

3.8 DELIVERY

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order (After Receipt of Order ("ARO")). Product is required as soon as possible. Additionally, pursuant to Appendix B, §35, Shipping/Receipt of Product, freight terms are FOB Destination.

Delivery shall be made in accordance with instructions on Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS NYSPRO.

3.9 SHIPPING DATES AND DELIVERY TIME

The following provisions for Shipping Dates and Delivery Time shall apply:

A. Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.

B. Contractor shall provide ordering Authorized User with anticipated shipping date of completed Product with written acknowledgement of order.

C. Contractor shall furnish the Authorized User with written acknowledgement of the shipping date at least 14 calendar days prior to shipment.

D. If shipment will not be made within the delivery time, the Contractor is required to notify the Authorized User in writing at least 14 calendar days prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the Product will be shipped. Should the delay not be acceptable to the Authorized User, appropriate contract default proceedings will be initiated under Section 3.10, Default On Delivery. Failure to supply timely written notification of delay may be cause for default proceedings.

E. All correspondence on shipping dates and delivery time shall be directed to the ordering Authorized User's contact person.

3.10 DEFAULT ON DELIVERY

If during the Contract period an Authorized User has issued a Purchase Order on or before OEM's discontinuation of a Product, and that Product becomes unavailable or cannot be supplied for any reason (except as provided for in Appendix B §48 Savings/Force Majeure), following the issuance of the Purchase Order, a substitute Product deemed by NYSPRO to be equal to the specifications for the Product in the resultant contract(s), must be supplied by Contractor if requested by the Authorized User. If a Current substitute Product is not available or not deemed equal to the specifications for the Product in the resultant contract(s), then Contractor must supply a similar Product that meets the specifications for the Product in the resultant contract(s). The price for substitute Product shall be equal to or less than the NYS Net Price for the Product in the resultant contract(s).

Alternatively, the Authorized User may, at their sole discretion, cancel the order and purchase the Product from other sources. In such event the Contractor shall reimburse the Authorized User for all excess costs over the contract price.

3.11 RECALLS

The Contractor must immediately notify NYSPRO of any recalls pertaining to Contract Products.

3.12 PERFORMANCE AND BID BONDS

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

3.13 REQUIRED INSURANCE

Upon tentative award, Bidder shall be required to procure within 5 business days, at its sole cost and expense, all required insurance as detailed in Attachment 3 - Contractor Insurance Requirements. The Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance pursuant to the requirements outlined. At least thirty (30) days prior to the expiration of any policy required by the Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to OGS than the expiring policies shall be delivered to OGS in accordance with Attachment 3 - Contractor Insurance Requirements.

4 METHOD OF AWARD

4.1 GENERAL

One award will be made to the responsive and responsible bidder with the lowest **Grand Total NYS Net Price**.

The NYS Net Price bid for all Products will remain fixed throughout the first 3 years of the Contract term.

4.2 TOTAL FOR PRODUCT CALCULATION

Set forth below is an example of how the Total for all Product is calculated for each Product in Attachment 1 -- *Price Page*.

Example Price Calculation for Total for Product (Bidder fills in ALL grey-shaded cells)

Evaluation Quantity	100	Evaluation Quantity based on historic sales and anticipated future needs, this is NOT a committed purchase
Commercially Published Pricing	\$500.00	Per unit dollar amount. Specifications shall match Product published pricing.
Bidder's Quote NYS Net Price	450.00	Bidders may Bid as many decimal points as they wish but it will display as two (2) decimals in the Excel sheet. NYS Net Price includes FOB Destination
Total NYS Net Price	\$45,000.000	Automatically calculated for estimated volume of the Product

Grand Total NYS Net Price		Automatically calculated: Total of all Products' Total NYS Net Price for estimated volume
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Estimated Quantities in Attachment 1 – Price Page are the State's best estimate on future purchases based upon historical and anticipated future needs. The quantities are for evaluation purposes and are not guaranteed purchases under the contract.

4.3 COST PROPOSAL REVISION

Prior to award, the State reserves the right to request a cost proposal revision, in accordance with State Finance Law §163.9(c), from any Bidder determined by the State to be susceptible of being selected for contract award. "Susceptible of being selected for contract award" shall mean the responsive Bidders that have the three (3) lowest Grand Total NYS Net Price for Bid for all Products, as applicable. Any Bidder that is determined by the State to be insusceptible of being selected for contract award will receive no further consideration for award, and will not be asked to participate in the cost proposal revision process.

All Bidders are encouraged to propose the best possible offers at the onset of the initial Bid as there is no guarantee that any proposal will be allowed an opportunity to submit a revised cost proposal. Bidders are also advised that partially participating in the cost proposal revision process, or not participating at all, may result in a change in the Bidder's rank if other Bidders choose to reduce pricing in the cost proposal revision process.

A Bidder who is selected to participate in a cost proposal revision process must submit the Attachment 1 – Price Page provided by NYSPRO, revised with the Bidder's cost proposal revision,

in accordance with the format described in Section 5.4, Bid Format and Content (see subsections D1 and I), by the date required by NYSPRO in the cost proposal revision notice sent to the Bidder. The susceptible Bidder must also submit a notarized form provided by NYSPRO, by the date required, that certifies that the cost proposal revision has been submitted by an individual with the express authority to sign on behalf of the Bidder. The cost proposal revision process, including information sent to the Bidder and the Bidder's submission of the revised Attachment 1 – Price Page, will be conducted via e-mail to a susceptible Bidder's designated point of contact, unless otherwise instructed by NYSPRO. Information about the cost proposal revision process will be sent via email to susceptible Bidders prior to release of the cost proposal revision process, and susceptible Bidders will be given the opportunity to submit questions at that time. Answers to questions will be provided to all susceptible Bidders. There will be no additional pre-Bid conference for the cost proposal revision process.

A cost proposal revision must be a lower price than the initial Bid. Bidders participating in the cost proposal revision process cannot add Products that were not in the initial Bid, or remove Products that were in the initial Bid. NYSPRO shall not consider a cost proposal revision for the following: (1) Products not identified in the notice sent to the Bidder as being included in the cost proposal revision process; (2) where the cost proposal revision is higher than the initial Bid; or (3) for a Product that was not included in the initial Bid. Pursuant to Appendix B §2, Timeframe for Offers, a Bid for a Product shall not be withdrawn during the cost proposal revision process.

The lowest Bid received for Grand Total for Bid, for Products included in the cost proposal revision process will be shared with participants in the cost proposal revision process. The company name of the Bidder with the lowest Bid will not be shared with participants in the cost proposal revision process.

Bids from susceptible Bidders participating in a cost proposal revision process will be reevaluated based on the results of the cost proposal revision process. If a susceptible Bidder participating in a cost proposal revision process does not respond to a cost proposal revision request for Product(s) it will be presumed that the susceptible Bidder elected not to participate in the cost proposal revision for the Product(s), and the susceptible Bidder will only be evaluated based on the pricing submitted in their initial Bid for the Product(s), or a prior revised Attachment 1 – Price Page, if there had been a previous cost proposal revision request in which the susceptible Bidder participated. Any susceptible Bidder who submits a revised Attachment 1 – Price Page after the date required by NYSPRO in the cost proposal revision process notice sent to the susceptible Bidder, will only be evaluated based on the pricing submitted in their initial Bid, as applicable.

OGS reserves the right to conduct multiple rounds of the cost proposal revision process, if doing so is determined to be in the best interest of the State.

5 BID SUBMITTAL

5.1 IMPORTANT NOTICE TO POTENTIAL BIDDERS

Bidders that are submitting a bid are required to Bid on all Products.

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

5.2 RESPONSIVENESS

To be considered responsive, a Bidder must submit a Bid that satisfies and addresses all requirements stated in this IFB. A BID THAT FAILS TO CONFORM TO THE REQUIREMENTS OF THE IFB MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED IN ACCORDANCE WITH THE RESPECTIVE SECTION OF THE IFB.

5.3 NOTICE TO BIDDERS

The Commissioner of General Services will receive Bids pursuant to the provisions of Article XI of the State Finance Law. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned.

5.4 BID SUBMISSION FORMAT AND CONTENT

A. The Bid consists of the following documents:

1. Page #1 of the IFB (cover page), Three (3) completed and with original ink signature;
2. Page #2 of the IFB (acknowledgement page), Three (3) completed and with original ink signature, and notarized;
3. Appendix C Equal Employment Opportunity Staffing Plan, with original ink signature.
4. Attachment 1 – Price Page, in Excel format, version 2003 or newer (Note: Do not submit a PDF version of this document. Failure to submit this Attachment as specified herein shall result in rejection of the Bid);
5. Published price list for Products Bid;
6. OEM Product Specifications for each Product Bid;
7. Attachment 1 – Price Page
8. Attachment 5 – Bid Submittal Checklist
9. Attachment 7 – New York Required Certifications
10. Attachment 8 – Encouraging Use of New York State Businesses
11. Standard Vendor Responsibility Questionnaire (SVRQ), as described in Section 2.8, New York State Vendor Responsibility Questionnaire for Profit Business Entity (certified online or submitted in hard copy with original signature and notary);
12. NY State Taxation and Finance Forms as described in Section 2.9, Tax Law §5-A

B. Bidders are required to submit the documents in subparagraphs 1 through 4 of Paragraph A above, in the format specified in Paragraphs D and E below (i.e., electronic or hard-copy), by the time and date specified in Section 1.4, Key Events/Dates. Failure to do so will render the Bid non-responsive and the Bid shall be disqualified.

C. Bidders are requested to submit the documents in paragraphs 5 through 17 above by the time and date specified in Section 1.4, Key Events/Dates. If Bidder does not submit any of these documents by the time and date specified in Section 1.4, Key Events/Dates, Bidder is required to submit any document not submitted by the time and date specified in Section 1.4, Key Events/Dates, within five (5) business days of NYSPRO's written request for such document(s). Failure to submit a document within five (5) business days of NYSPRO's written request for such document(s) shall render the Bid non-responsive and result in the disqualification of the Bid.

D. Bidder shall submit one (1) of each of the following documents in electronic media format on CD (see Section "I" below for additional information regarding CD submission). Each Product should be provided as a separate file. Note: In the event that the requested Products require more space than one (1) CD, it is acceptable to submit two or more CDs. It is recommended that the Bidder secure the CD in an envelope:

1. Attachment 1 – Price Page, in Excel format, version 2003 or newer (Note: Do not submit a PDF version of this document. Failure to submit this Attachment as specified herein shall result in rejection of the Bid);
2. Products published price list for each Product Bid;
3. OEM Product Specifications for each Product Bid;
4. Attachment 5 – Bid Submittal Checklist;

E. Bidder shall submit one (1) of each of the following documents in hard copy (non-electronic) unless otherwise noted.

Note: All requested forms must be completed by the Bidder, and should be submitted bound in a binder or by some other method (e.g., through the use of a three-hole report cover) The full, legal business name of the Bidder should appear on the outside front cover of each bound proposal.

1. Page #1 of the IFB (cover page), three (3) completed and with original ink signature;
2. Page #2 of the IFB (acknowledgement page), three (3) completed and with original ink signature, and notarized;
3. Appendix C - Equal Employment Opportunity Staffing Plan, with original ink signature;
4. Attachment 3 – Contractor Insurance Requirements
5. Attachment 7 – New York State Required Certifications, with original ink signature;
6. Attachment 8 -- Encouraging Use of New York State Businesses
7. Standard Vendor Responsibility Questionnaire (SVRQ), as described in Section 2.8, New York State Vendor Responsibility Questionnaire for Profit Business Entity (certified online or submitted in hard copy with original signature and notary); and
8. NY State Taxation and Finance Forms as described in Section 2.9, Tax Law §5-A, completed and with original ink signature, and notarized

F. In the case of discrepancies between the hard copy and the electronic media submission the electronic media submission shall take precedence over the hard copy submission.

G. Documents required at the time of Bid opening must be submitted in one (1) sealed package and be received by the time and date specified in Section 1.4, Key Events/Dates.

H. Failure to either timely submit the Published Price Lists and OEM Product Specifications for a Product, or failure to submit the Published Price List and OEM Product Specifications for a Product in the required format for a Product, shall result in the Bid being deemed non-responsive and shall disqualify the Bid.

I. Bidder is responsible for ensuring that the most recently updated version of all required documents has been submitted. Any updated versions released after the initial Bid release date will be posted at <http://www.ogs.ny.gov/purchase/Biddocument/22759BID.ASP> and announced via the OGS Bidder Notification Service (BNS). **Failure to submit the final version of Attachment 1 – Price Page as posted on the OGS website and announced via the BNS shall result in the Bid being deemed non-responsive and in the rejection of the Bid.**

J. Electronic media submissions shall be submitted on CD-ROM in Windows format (XP or later versions). Where the term "CD" or "CD-ROM" is used, it shall be understood that any of the following electronic media may be used: CD-ROM, DVD or Flash Drive. Each CD-ROM must be labeled on the outside with: (1) Full legal business name of Bidder and (2) The IFB Number, as indicated on page one (1) of this IFB. It is the Bidder's responsibility to ensure that the documents submitted on CD are readable; Bidder is advised to verify that all submitted documents can be opened and viewed from the CD. It is recommended that the Bidder secure the media in an envelope. If documents submitted on the CD are not readable, the Bid may be deemed non-responsive and disqualified.

5.5 BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid opening. LATE BIDS shall be considered in accordance with Appendix B, §6 Late Bids. E-mail Bid submissions for Products required at the time of Bid opening are not acceptable and shall not be considered.

Bid envelopes and packages

An envelope and/or package containing a Bid shall be clearly marked "**BID ENCLOSED**" and must state the **Bid Number, Bid Opening Date, and Time**. Failure to complete all information on the Bid envelope and/or packages may necessitate the premature opening of the Bid and may compromise confidentiality. See Appendix B, §5 Bid Submission. Bids shall be delivered to:

**State of New York Executive Department
Office of General Services
New York State Procurement
Corning Tower - 38th Floor Reception Desk
Empire State Plaza
Albany, NY 12242**

FAX transmittals

Facsimile transmittals are NOT acceptable for this solicitation.

Hand deliveries

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

5.6 IMPORTANT BUILDING ACCESS PROCEDURES

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

A Bidder who elects to deliver its proposal is encouraged to pre-register for building access by contacting the NYSPRO receptionist at 518-474-6262 at least 24 hours prior to the Bid submission date.

Visitors who are registered can check in directly with the Information Desk. Visitors who are not pre-registered will be directed to a designated phone to call the NYSPRO Receptionist. The Receptionist will register the visitor at that time but delays may occur. Bidders who intend to deliver Bids or conduct PSG business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time. Note: Bids not received within NYSPRO, or the OGS Mailroom, by the time and date shown on the front page of the Bid document will be considered late.

5.7 DISPUTE RESOLUTION POLICY

It is the policy of Office of General Services New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO Bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation for Bids or through the OGS website: <http://nyspro.ogs.ny.gov/content/dispute-resolution-procedures>.

5.8 ELECTRONIC BID OPENING RESULTS

New York State Procurement (NYSPRO) posts Bid Results on the OGS/NYSPRO web page. The web page makes available Bids (i.e.: photocopies of the Bid cover page) received by NYSPRO for scheduled Bid openings. Previously only available through Freedom of Information, such information is anticipated to be available online within two business days after the Bid opening.

The Bid Opening Results Page is available at:
<http://www.ogs.ny.gov/purchase/Bidresults/Bidresults.asp>

5.9 DEBRIEFING

Unsuccessful Bidders shall be notified upon Notification of Award to the winning Contractor(s). A Bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be made both prior to and after Contracts are awarded. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that Bidder's proposal or Bid. After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or Bid submitted by such Bidder was not selected for a Contract award. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. The post-award debriefing should be requested in writing within thirty (30) calendar days of posting of the Contract award on the OGS website.

5.10 NEW YORK STATE PROCUREMENT RIGHTS

New York State reserves the right to:

- A. Reject any or all proposals received in response to the IFB;
- B. Withdraw the IFB at any time, at the sole discretion of the Agency.
- C. Make an award under the IFB in whole or in part;
- D. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
- E. Seek clarifications and revisions of IFB;
- F. Prior to the Bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- G. Prior to the Bid opening, direct Bidders to submit proposal modifications addressing subsequent IFB amendments;
- H. Change any of the schedule dates with notification through the Bidder Notification System;
- I. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;
- K. Utilize any and all ideas submitted in the Bids received;
- L. Adopt all or any part of a Bidder's proposal in selecting the optimum configuration; Negotiate with the Bidder responding to this IFB within the IFB requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bidders' proposals;
- M. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
- N. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or, optionally, in other specified circumstances as detailed in the IFB requirements;
- O. In an incorrect reference/parameter/component/Product/etc. is stated by the State or by the Bidder, the evident parameter/component/Product shall prevail; the proper alternative or corrected parameter/model/code number(s) shall be considered;
- P. To have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation, and
- Q. To reject an obviously unbalanced Bid or to make "NO AWARD" on individual listing(s) or sub-Product(s) if individual Bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of Bids may be made

on remaining listings or sub-Products, and award would be made on the remaining listings or sub-Products. The determination of an unbalanced Bid shall be at the sole discretion of the State.