



STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
Office of Budget & Management Analysis
Bureau of Fiscal Services
Building 9, Room 234
W.A. Harriman Campus
Albany, NY 12227

Patrick Ryan, Director
Budget & Accounting Services

Catherine Golden, Director
Procurement Services

July 2, 2013

Dear Sir/Madam:

The New York State Department of Taxation and Finance (DTF) intends to procure full maintenance services for Sharp copiers pursuant to its discretionary purchasing authority under State Finance law section 163(6). This procurement opportunity, **Request for Quotations (RFQ) #13-06, Sharp Copier Maintenance Services**, is limited to New York State small businesses or businesses certified pursuant to Article 15-A of the New York State Executive Law.

The Department has approximately 190** Sharp copiers, including digital, analog and/or color copiers. The average age of the equipment is 8 years old or more; however, there are a small number of newly purchased machines as well. The equipment is located in various offices within New York State, as well as one district office in Chicago, IL.

Effective January 1, 2006, all vendors and persons acting on their behalf who communicate with DTF with respect to this procurement, are subject to sections 139-j and 139-k of the New York State Finance Law, which regulate lobbying on Procurement Contracts (“the Procurement Lobbying Act”). All such vendors and persons are subject to the DTF Procurement Lobbying Guidelines found at: <http://www.tax.ny.gov/about/procure> .

For procurements within the scope of the Procurement Lobbying Act, DTF is required to establish a “Restricted Period” during which certain types of communications may only be made to a “Designated Agency Contact.” The Restricted Period for this RFQ has commenced as of July 1, 2013, and shall end upon written notice from DTF.

The following web site contains additional information concerning this legislation: <http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html> .

As outlined in the Procurement Lobbying Act, all questions or contacts concerning this RFQ **must** be directed to the Designated Contacts below.

The Designated Contacts for this procurement are:

Catherine Golden	518-530-4484	bfs.contracts@tax.ny.gov
Dorothy Lechmanski	518-530-4484	bfs.contracts@tax.ny.gov
Christine DiVeglia	518-530-4484	bfs.contracts@tax.ny.gov

All such questions or contacts must include the following information: your name; your place of principal employment; your occupation, address and telephone number.

Attached please find RFQ #13-06 *Sharp Photocopier Listing* (Att. 1) and *Sharp Copier Services* overview (Att. 2), as well as the *Quote Response Form* (Att. 3) to be completed and submitted **no later than 2 PM EDT July 23, 2013**. These documents will also be posted July 2, 2013, after 3 PM EDT on the Department's website at <http://www.tax.ny.gov/about/procure> .

In addition to the *Quote Response Form* you must complete the following Attachments in compliance with the Procurement Lobbying Law:

Attachment A – Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines

Attachment B – Offerer Disclosure of Prior Non-Responsibility Determinations

Attachment C – Offerer Certification of Compliance with State Finance Law 139-k

Attachment D – DTF-202 Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code

Signed copies of these documents must be submitted with your quote **no later than 2 PM EDT July 23, 2013, to:**

E-mail (Preferred) bfs.contracts@tax.ny.gov

Fax: (518) 435-8413

Mail: New York State Department of Taxation and Finance
ATTN: Ms. Catherine Golden
Director, Procurement Services Unit
W A Harriman State Office Building Campus
Albany, NY 12227

The package should clearly indicate: **Quote Enclosed – RFQ #13-06**

Please Note: If you are using a delivery service, the bid response should be addressed to the Department's campus address, but the delivery service should be instructed to deliver the bid documents to the following address:

90 Cohoes Avenue
Green Island, NY 12183

As indicated, Bidders must currently be a small business enterprise or a Minority or Woman-owned Business Enterprise (MWBE). In addition, Bidders must be an Authorized Service Dealer of Sharp copiers.

This is a full service maintenance procurement. For purposes of this discretionary agreement, full service shall mean that the Bidder's price (Cost per Copy) includes, but is not necessarily limited to: all labor, materials, consumables/supplies (except paper and staples), and equipment costs; all emergency work, all administrative, reporting or other requirements; all overhead costs including permits, licenses, insurance, etc.

The Contractor shall provide maintenance service during normal working hours: 8:00 am through 5:00 pm, Monday through Friday, except legal holidays, to keep the machines in good working order.

It is the Department's intent to enter into a one-year contract with a successful Bidder to provide full maintenance services for the fleet of Sharp copiers. **The Bidder must agree to sign a contract within thirty (30) days of Notification of Award. If the Bidder fails to do so, the Department reserves the right to begin negotiations with the next highest ranked Bidder.** The contract term will commence upon approval by the Office of the State Comptroller.

****NOTE:** Equipment listed, including location(s) and estimated annual number of copies for each is provided for bid pricing and evaluation purposes and is not a guarantee of annual inventory/usage. It may be necessary for the Department to add or remove equipment throughout the contract term at its discretion, including possible location changes of equipment to meet the Department's needs as a result of any restacking efforts.

Attachments

**NYS Department of Taxation and Finance
SHARP Photocopier Listing - RFQ #13-06 Full Maintenance Services**

Att. 1

<u>Copier Location</u>	<u>Model & Serial Number</u>	<u>Networked Yes or No</u>	<u>Scanning Capabilities Yes or No</u>	<u>Faxing Capabilities Yes or No</u>	<u>Estimated Number of Annual Copies</u>
AR-M205					
Hauppauge	45112064	No	No	No	6,000
Albany	45112674	No	No	No	10,000
AR-M207					
Hauppauge	55083588	No	No	No	12,000
Latham	83076301	No	No	No	6,000
Albany	6510018Y	No	No	No	1,300
Green Island	83007972	No	No	No	10,000
Buffalo	83075601	No	No	No	1,000
Rye Brook	83007322	No	No	No	20,000
Albany	83007602	No	No		2,000
Kew Gardens	83007342	No	No	No	20,000
Syracuse	73067694	No	No	No	3,000
Rochester	83076201	No	No	No	1,200
Albany	83007982	No	No	No	20,000
AR-M237					
Albany	4500806X	Yes	Yes	Yes	60,000
Buffalo	55071757	No	No	No	10,000
Albany	55071827	Yes	Yes	Yes	30,000
Albany	55071857	No	No	No	45,000
Albany	55071887	No	No	No	10,000
Albany	55071957	No	No	No	55,000
Green Island	55072027	No	No	No	5,000
Albany	55072377	Yes	Yes	Yes	15,000
Hauppauge	55074257	No	No	No	16,000
Albany	55074307	No	No	No	15,000
Binghamton	45034134	No	No	No	15,000
Binghamton	45034944	No	No	No	15,000
Latham	45035014	No	No	No	10,000
Albany	45035024	No	No	No	25,000

Syracuse	45035364	No	No	No	16,000
Syracuse	45035464	No	No	No	10,000
Albany	45035474	No	No	No	10,000
Latham	45036094	No	No	No	20,000
Utica	45036314	No	No	No	4,000
Latham	45034974	No	No	No	80,000

AR-M277

Hauppauge	55016439	Yes	Yes	Yes	20,000
Rye Brook	55017306	Yes	Yes	Yes	30,000
Rochester	55019446	Yes	Yes	Yes	43,000
Albany	55068097	No	No	No	65,000
Albany	55068697	No	No	No	40,000
Albany	55068787	No	No	No	30,000
Green Island	55068887	No	No	No	70,000
Albany	55069037	No	No	No	12,000
Albany	75007001	No	No	No	5,000

AR-M355NA

Albany	55013237	Yes	Yes	Yes	30,000
--------	----------	-----	-----	-----	--------

AR-M355UA

Green Island	55018737	No	No	No	8,000
Albany	55030122	No	No	No	5,000

AR-M455UA

Albany	55019016	No	No	No	16,000
Albany	55020586	No	No	No	40,000

AR-M350UXB

Buffalo	26510775	No	No	No	25,000
Latham	26510785	No	No	No	50,000
Latham	3503065X	No	No	No	30,000
Albany	3503089X	No	No	No	12,000

Albany	3503109X	No	No	No	5,000
Latham	3503112X	No	No	No	8,000
Latham	3505750X	No	No	No	50,000
Brooklyn	45014013	No	No	No	40,000
Albany	45014023	No	No	No	35,000
Albany	45014033	No	No	No	35,000
Albany	45014043	No	No	No	40,000
Rochester	45014063	Yes	No	Yes	35,000
Kew Gardens	45014073	No	No	No	40,000
Kew Gardens	45014083	No	No	No	20,000
Brooklyn	45014143	No	No	No	15,000
Rochester	45014153	No	No	No	25,000
Albany	45014203	No	No	No	25,000
Albany	45015253	No	No	No	30,000
Albany	45015313	No	No	No	40,000
Albany	45015323	No	No	No	35,000
Albany	45015333	No	No	No	25,000
Latham	45015353	No	No	No	25,000

**AR-
M350NXB**

Chicago, IL	75019202	Yes	No	No	60,000
Latham	45027251	Yes	No	Yes	12,000
Latham	45027571	Yes	No	Yes	20,000
Albany	45027581	Yes	No	Yes	35,000
Albany	45027761	Yes	No	Yes	45,000
Albany	45027901	Yes	No	Yes	100,000
Albany	45027981	Yes	No	Yes	60,000
Latham	45027991	Yes	No	Yes	100,000
Albany	45028771	Yes	No	No	20,000
Albany	45028781	Yes	No	Yes	20,000
Latham	45028811	Yes	No	No	40,000

**AR-
M450UXB**

Albany	3504507X	No	No	No	20,000
Albany	3504520X	No	No	No	35,000

**AR-
M450NXB**

Albany	3504756X	Yes	No	No	70,000
Albany	3504834X	Yes	No	No	45,000

AR-M280U

Buffalo	25002110	No	No	No	70,000
Brooklyn	25008089	No	No	No	50,000
Buffalo	25008899	No	No	No	40,000
Brooklyn	25008979	No	No	No	50,000
Buffalo	25009529	No	No	No	45,000
Albany	25009689	No	No	No	10,000
Syracuse	25009739	No	No	No	15,000
Brooklyn	25010099	No	No	No	50,000
Buffalo	25010159	No	No	No	25,000
Rye Brook	25010429	No	No	No	25,000
Hauppauge	25011693	No	No	No	25,000
Albany	25012649	No	No	No	20,000
Hauppauge	25013939	No	No	No	15,000*
Albany	25014019	No	No	No	10,000
Albany	26501518	No	No	No	70,000
Albany	26501808	No	No	No	12,000
Hauppauge	26502238	No	No	No	5,000
Albany	26502738	No	No	No	20,000
Albany	26502928	No	No	No	2,000
Albany	26503948	No	No	No	24,000
Albany	26504208	No	No	No	40,000
Brooklyn	26504278	No	No	No	50,000
Albany	26504568	No	No	No	25,000
Green Island	26504578	No	No	No	25,000
Albany	26505168	No	No	No	20,000
Brooklyn	26505298	No	No	No	50,000
Albany	26505928	No	No	No	25,000
Brooklyn	26506548	No	No	No	50,000
Green Island	35023592	No	No	No	3,000

AR-M350U

Albany	35030542	No	No	No	1,000
--------	----------	----	----	----	-------

AR-M450U

Albany	35037062	No	No	No	12,000
Albany	35037082	No	No	No	18,000
Albany	35037092	No	No	No	8,000
Albany	35037622	No	No	No	55,000
Latham	35037642	No	No	No	8,000
Albany	35038062	No	No	No	35,000
Albany	35038092	No	No	No	10,000
Albany	35038402	No	No	No	10,000

MX-2301

Albany	6506454Y	No	No	No	<u>B/W</u> 6,000	<u>Color</u> 6,000
--------	----------	----	----	----	---------------------	-----------------------

AR-M207E

Rotterdam	6306135X	Yes	Yes	Yes	3,000
-----------	----------	-----	-----	-----	-------

AR-257

Hauppauge	75054060	Yes	Yes	Yes	50,000
-----------	----------	-----	-----	-----	--------

AR-M355NB

Albany	6505734Y	Yes	Yes	No	16,000
Albany	75010487	Yes	Yes	No	45,000

AR-M455NB

Albany	6504253Y	Yes	Yes	Yes	100,000
Hauppauge	6504297Y	Yes	Yes	Yes	20,000
Albany	6504277Y	Yes	Yes	Yes	40,000
Albany	6504344Y	Yes	Yes	No	28,000
Albany	75016063	Yes	Yes	No	10,000

AR-4501N

Albany	65026868	Yes	Yes	Yes	<u>BW</u> 14,000	<u>Color</u> 26,000
Albany	65027718	Yes	Yes	Yes	18,000	30,000
Albany	65027778	Yes	Yes	Yes	45,000	15,000
Albany	65028118	Yes	Yes	Yes	25,000	50,000
Albany	65027918	Yes	Yes	Yes	30,000	6,000

Albany	75064375	Yes	Yes	Yes	28,000	30,000
--------	----------	-----	-----	-----	--------	--------

AR-M550

Albany	3500813Y	No	No	No	50,000	
--------	----------	----	----	----	--------	--

AR-M550N

Albany	45002751	Yes	Yes	Yes	6,000	
Kew Gardens	5500131X	Yes	Yes	Yes	140,000	
RyeBrook	6500596X	Yes	Yes	Yes	30,000	
Albany	6501886Y	Yes	Yes	Yes	310,000	
Brooklyn	6501887Y	Yes	Yes	Yes	50,000	
Latham	6501888Y	Yes	Yes	Yes	100,000	
Latham	6501889Y	Yes	Yes	Yes	100,000	
Albany	6501890Y	Yes	Yes	Yes	240,000	
RyeBrook	6501894Y	Yes	Yes	Yes	120,000	
Brooklyn	6501895Y	Yes	Yes	Yes	150,000	
Hauppauge	6501896Y	Yes	Yes	Yes	100,000	
Albany	6501897Y	Yes	Yes	Yes	100,000	
Brooklyn	6501898Y	Yes	Yes	Yes	60,000	
Albany	6501899Y	Yes	Yes	Yes	160,000	
Albany	6501900Y	Yes	Yes	Yes	160,000	
Albany	6501947Y	Yes	Yes	Yes	60,000	
Latham	6501901Y	Yes	Yes	Yes	120,000	
Albany	6501903Y	Yes	Yes	Yes	90,000	
Albany	6501906Y	Yes	Yes	Yes	30,000	
Albany	6501907Y	Yes	Yes	Yes	35,000	
Brooklyn	6501908Y	Yes	Yes	Yes	100,000	
Albany	6501910Y	Yes	Yes	Yes	12,000	
Newburgh	6501911Y	Yes	Yes	Yes	16,000	
Albany	6501917Y	Yes	Yes	Yes	40,000	
Latham	6501918Y	Yes	Yes	Yes	100,000	
Albany	6501971Y	Yes	Yes	Yes	100,000	
Albany	6502021Y	Yes	Yes	Yes	30,000	
Buffalo	6502024Y	Yes	Yes	Yes	160,000	
Albany	55005627	Yes	Yes	Yes	25,000	
Rye Brook	85001903	Yes	Yes	Yes	60,000	

AR-M620N

Albany	6501799Y	Yes	Yes	Yes	160,000	
--------	----------	-----	-----	-----	---------	--

Albany	6501802Y	Yes	Yes	Yes	50,000
Albany	6501827Y	Yes	Yes	Yes	50,000
Buffalo D.O.	75008459	Yes	Yes	Yes	70,000
Albany, NY	55007209	Yes	Yes	Yes	60,000

AR-M700N

Albany, NY	6501868Y	Yes	Yes	Yes	250,000
------------	----------	-----	-----	-----	---------

MX-M453N

Albany	20130510	Yes	Yes	Yes	25,000
Brooklyn	25038429	Yes	Yes	Yes	25,000
Syracuse	35034031	Yes	Yes	Yes	25,000
Albany	35034931	Yes	Yes	Yes	25,000
Albany	25039289	Yes	Yes	Yes	25,000
Albany	35034161	Yes	Yes	Yes	25,000
Albany	25038009	Yes	Yes	Yes	25,000
Albany	25039259	Yes	Yes	Yes	25,000
Albany	35034931	Yes	Yes	Yes	25,000
Albany	2503477Y	Yes	Yes	Yes	25,000
Albany	20130627	Yes	Yes	Yes	25,000

MX-3610N

Albany	25041315	Yes	Yes	Yes	25,000
Albany	35033092	Yes	Yes	Yes	25,000

*Currently out of service

****NOTE:** Inventory listed, including location and estimated annual number of copies for each piece of equipment is provided for bid pricing and evaluation purposes and is not a guarantee of annual inventory/usage. It may be necessary for the Department to add or remove equipment throughout the contract term at its discretion, including possible location changes of equipment to meet the Department's needs as a result of any restacking efforts.

**New York State Department of Taxation and Finance (DTF) – Request For Quote (RFQ)
#13-06 Sharp Copier Services July 2013**

This is a full service maintenance procurement. For purposes of this discretionary agreement, full service shall mean that the Bidder's price (Cost per Copy) includes, but is not necessarily limited to: all labor, materials, consumables/supplies (except paper and staples) and equipment costs; all emergency work, all administrative, reporting or other requirements; all overhead costs including permits, licenses, insurance, etc.

A. Services

1. Maintenance Services

The Contractor shall provide maintenance service during normal working hours, 8:00 AM through 5:00 PM, Monday through Friday, except legal holidays, to keep the machines in good working order. This includes, but is not limited to:

- a. Repair or correct the machines as required to maintain them in good working order.
- b. Preventive maintenance shall be based on the specific needs of the individual machine as determined by the Contractor. This shall include lubrication, necessary adjustments and replacement of parts.
- c. On-call remedial maintenance, including replacement of unserviceable parts. Parts will be furnished on an exchange basis and will be new parts or equivalent to new in performance when used in these machines.
- d. All maintenance must be performed by fully trained and qualified repair technicians.
- e. A service slip must be completed by Contractor for each service call/repair and submitted to the DTF designated contact.
- f. The maximum response time will be 9 working hours from the time the service call is placed for the major metropolitan areas of NYS; and 18 working hours in other areas of the State.
- g. The Contractor must maintain, at the service facility, a sufficient quantity of spare components to provide completion of service, maintenance, and repair or replacement of the item or items furnished, within the time frames listed in (i) below.
- h. If a copier is determined to be no longer serviceable, the Contractor will remove the hard drive (if applicable) and give it to the DTF designee for destruction.
- i. The maximum period of time (during work hours as defined above) the Department will be without the use of their copier because of breakdown will be 9 working hours. Breakdown shall be deemed to occur when a copier does not produce acceptable copies for tax administration as determined by the Department. The machine shall be considered down from the time the service call is placed, until the machine is corrected and functioning normally.
- j. Loan equipment must be provided, if requested, when repairs cannot be completed within 48 hours of initial repair visit.
- k. The Contract shall cover the replacement of all parts (including consumables). Consumable parts, not itemized separately, shall be assumed to be included in the Contract.
- l. The Contractor shall submit within five (5) business days of the Department's request, a summary of service on any machine covered under the contract(s) resulting from this RFQ.
- m. It is understood that the agreement awarded as a result of this RFQ does not guarantee a specific volume of work to the awardee.
- n. Sharp copiers of different models other than what is specified in this bid may be added and/or deleted to the resulting agreement.
- o. The technicians shall be presentable and courteous to all DTF employees. Technicians must have ID which identifies them as an employee of the Contractor and must be ready to present it at any given time, particularly upon entry to any Department location.
- p. If equipment currently covered under a maintenance agreement becomes obsolete, is inoperable and/or cannot be repaired due to the unavailability of spare parts, the Contractor must advise the Department. DTF will have the option of finding the required parts or will be obliged to remove the equipment from its list of covered maintenance items.

- q. If a machine is in need of total reconditioning, an estimate of the machine's present value, trade-in value and estimated continued life span must be submitted to the DTF designee for discussion/evaluation and final determination of the status of the equipment.

The Bidder must provide evidence it maintains adequate personnel and has capability of providing full-service copier maintenance services for the Department's Sharp equipment located in various district offices within New York State, as well as the equipment located in the district office in Chicago, IL.

2. Photocopier Supplies

All supplies are included as part of the **Cost per Copy**, except paper and staples.

3. Additions/Deletions

The Department may add additional equipment to the Agreement during the contract term. All amendments to the contract will be valid only when signed by appropriate New York State DTF officials and stamped with approval by appropriate New York State Control Agencies, as applicable.

The Department may also relocate equipment, if necessary, due to restacking of regional offices; and may withdraw coverage for any products with 30 days written notice to the Contractor.

B. Use of Subcontractors

Bidders should indicate if they plan to use subcontractors for this discretionary agreement. If so, please provide a list of subcontractor names, including telephone numbers, and identify which area(s) of the State(s) the subcontractor will service the machines. The Bidder should also provide the Federal Identification Number of each company.

C. Authorization and/or Certification

Bidder must currently be an Authorized Service Dealer of Sharp copiers and maintain a business establishment within New York State.

D. Insurance

At the time of proposal submission the Bidder's company and all staff must be insured against financial losses resulting from their actions. Prior to the commencement of services 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 as set forth below, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York with an A.M. Best Company rating of A- or better, or otherwise be acceptable to the Department. The Department may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Agency to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall deliver to the Department evidence of such policies in the form of certificates of insurance. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

General Conditions

1. Conditions Applicable to Insurance. All policies of insurance required by this Agreement must meet the following requirements:

A. Coverage Types and Policy Limits. The types of coverage and policy limits required from Contractor are specified in Paragraph 2, *Specific Coverages and Limits*, below.

B. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an occurrence basis. Under certain circumstances, the Department may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for 3 years after completion of the Contract. If the

policy is cancelled or not renewed during that time, either party may cancel the agreement with 30 days notice.

C. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Department, before commencing any work under the Contract. Certificates shall reference the Contract number. Certificates shall be mailed to the:

Ms. Catherine Golden
Director, Procurement Services
NYS Department of Taxation and Finance
W A Harriman Campus
Albany, NY 12227

Certificates of Insurance shall:

1. Be in the form approved by the Department.
2. Specify the Additional Insured(s) as required herein.
3. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate.
4. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
5. Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance Certificates, and other Attachments) will be accepted.

D. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Department for any claim arising from Contractor's work under the Contract, or as a result of Contractor's activities. Any other insurance maintained by the Department shall be excess of and shall not contribute with Contractor's insurance regardless of the other insurance clause contained in the Department's own policy of insurance.

E. Policy Renewal/Expiration. Prior to the expiration of any policy required by the Contract, evidence of renewal or replacement policies of insurance with terms shall be delivered to the Department in the manner required for the service of notice in paragraph 1.C. Certificates of Insurance/Notices above. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract, Contractor shall immediately cease work on the project and either party may cancel the Agreement with 30 days notice. If the certificates of insurance are not provided to the Department, the Department shall notify Contractor and Contractor shall be given 7 business days to provide the Department with the certificates of insurance.

F. Self-Insured Retention/Deductibles. Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

G. Subcontractors. Should Contractor engage a Subcontractor, Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the Department.

2. Specific Coverages and Limits

The types of insurance and the minimum policy limits shall be as follows:

A. General Liability

Commercial General Liability Insurance, (CGL) covering the liability of Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under the Contract. The limits under such policy shall not be less than the following, which may be satisfied through any combination of CGL and Excess/Umbrella policies:

- Each Occurrence limit \$1,000,000.00
- General Aggregate \$2,000,000.00
- Products/Completed Operations \$2,000,000.00
- Personal Advertising Injury – \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense – \$5,000

Coverage shall include, but not be limited to, the following:

- premises liability,
- independent contractors,
- blanket contractual liability, including tort liability of another assumed in a contract,
- defense and/or indemnification obligations
- cross liability for additional insured's
- products/completed operations

Contractor will list the Department as an additional insured on its CGL policy. Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

B. Workers Compensation

For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Workers Compensation Law.

C. Disability Benefits

For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the Department and will only be granted in unique or unusual circumstances.

E. Financial Stability

The Bidder must be a financially stable entity such that it may initiate and perform its obligations through the duration of the contract.

The Department will not enter into an Agreement with any Bidder that cannot demonstrate itself to be a financially stable entity capable of initiating and performing its obligations throughout the duration of the contract. The Department may conduct an evaluation of the Bidder's financial stability which will include, but not be limited to, a review of the Bidder's equity position, liquidity, profitability trends and future prospect for financial growth. The financial stability evaluation will also include a review of the entity's officers and management team, its organizational structure and the financial operating relationship between the business units and divisions.

As a condition of the resulting Agreement, the Contractor must continue to evidence financial stability. The on-going financial stability of the Contractor may be evaluated based upon criteria similar to that used in the evaluation process. If the Department elects to evaluate financial stability, annual financial statements prepared by an accountant in accordance with Generally Accepted Accounting Principles (GAAP) will be required to be submitted for review to the Department within 90 days of the fiscal year end. Any material change in ownership of the Contractor, or material financial change of the Contractor, will require a reevaluation of the contract in its entirety by the Department.

July 2013

Quote Response Form

Firm Name: _____

Authorized Representative: _____

Phone Number: _____

Bidder **must** be a New York State small business or business certified pursuant to Article 15-A of the New York State Executive Law.

Bidder **must** be an authorized Sharp dealer.

Please check all that apply.

Please provide:

Bidder is: Small Business Enterprise _____ Total # of employees _____
 Certified MWBE _____
 Authorized Sharp Dealer _____

NOTE: Estimated number of annual copies are provided for quote and evaluation purposes only and are not a guarantee of annual usage. Locations, models, and/or total number of copiers may change during the contract period.

All associated maintenance costs (including, but not limited to labor, parts, materials & supplies, except paper and staples) must be incorporated into the Bidder's Cost Per Copy. No other add-on costs will be permitted.

<u>Model:</u>	<u>Cost Per Copy:</u>	<u>Model:</u>	<u>Cost Per Copy:</u>
AR-M205	_____	MX-2301 <u>B/W</u>	_____
AR-M207/207E	_____	<u>Color</u>	_____
AR-M237	_____	AR-M277	_____
		AR-257	_____

New York State Department of Taxation and Finance - Request for Quote #13-06
 Sharp Copiers - Full Maintenance Services July 2013
Quote Response Form (cont'd)

Firm Name: _____

<u>Model:</u>	<u>Cost Per Copy:</u>	<u>Model:</u>	<u>Cost Per Copy:</u>
AR-M355NA	_____	AR-M355NB	_____
AR-M355UA	_____	AR-M455NB	_____
AR-M455UA	_____	AR-4501N <u>B/W</u>	_____
AR-M350UXB	_____	<u>Color</u>	_____
AR-M350NXB	_____	AR-M550	_____
AR-M450UXB	_____	AR-M550N	_____
AR-M450NXB	_____	AR-M620N	_____
AR-M350U	_____	AR-M700N	_____
AR-M450U	_____	MX-M453N	_____
	_____	MX-3610N	_____

Please indicate if sub-contractors will be used for this Agreement.

Yes _____ No _____

If "Yes" to above, please attach a list of subcontractor names and telephone numbers, and identify which areas of the State the subcontractor(s) will service.

The Federal Identification Number for each sub-contractor should also be provided.

July 2013

Quote Response Form (cont'd)

The Department will award one contract based on lowest cost to the successful Bidder.
The winning Bidder will be reimbursed quarterly, in arrears, upon submission of meter readings (click charges).

Award term will be for a period of one year. Term will commence upon contract approval by the Office of the State Comptroller.

Quotes must be submitted by or before 2 PM EDT July 23, 2013 to:

E-mail (preferred): bfs.contracts@tax.ny.gov
Fax: (518) 435-8413
Mail: NYS Department of Taxation and Finance
Office of Budget and Management Analysis
Attn: Ms. Catherine Golden
Director, Procurement Services Unit
Building 9, Room 234
W A Harriman State Office Campus
Albany, NY 12227

**Attachment A - Offerer Affirmation of Understanding of, and Compliance with,
Procurement Lobbying Guidelines**

New York State Finance Law 139-j(6)(b) requires the DTF seek written affirmation from all Offerers as to the Offerer's understanding of and agreement to comply with the DTF procedures relating to permissible contacts during a Government Procurement pursuant to subdivision three of this section.

Procurement Description, Contract or Bid Number:

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

Offerer affirms it has read, understands and agrees to comply with the Guidelines of the New York State Department of Taxation and Finance relative to permissible contacts as required by the State Finance Law 139-j(3) and 139-j(6)(b).

By (*signature*): _____

Name (*please print*): _____

Title (*please print*): _____

Date: _____

Attachment B – Offerer Disclosure of Prior Non-Responsibility Determinations

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).

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 (cont'd)

Procurement Description, Contract or Bid Number:

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

E-Mail Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any New York State agency or authority made a finding of non-responsibility regarding the Offerer in the last four years? (Please circle):
No Yes

If yes, please answer the following questions:

2. Was the basis for the finding of the Offerer's non-responsibility due to a violation of State Finance Law 139-j? (Please circle):

No Yes

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

No Yes

Offerer Disclosure of Prior Non-Responsibility Determinations (cont'd)

4. If you responded yes to Questions 1, 2 or 3 , please provide details regarding the finding of non-responsibility below:

Government Entity: _____

Date of Finding of Non-responsibility: _____

Facts Underlying Finding of Non-Responsibility (Add additional pages as necessary)

5. Has any New York State agency or authority terminated a procurement contract with the Offerer due to the intentional provision of false or incomplete information? (Please circle):

No Yes

If you responded yes to the above question, please provide details regarding the termination below:

Government Entity: _____

Date of Finding of Non-responsibility: _____

Facts Underlying Finding of Non-Responsibility: (Add additional pages as necessary)

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

By: *(Signature)*: _____

Name: *(Please print)* _____

Date: _____

Attachment C – Offerer 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 procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate.

Offerer Certification

I certify that all information provided to the DTF with respect to State Finance Law 139-k is complete, true and accurate.

By: *(signature)* _____

Date: _____

Procurement Description, Contract or Bid Number:

Name *(Please print)*: _____

Title: _____

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

Attachment D - DTF-202 (3/00) – Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code

The New York State Tax Law and the Department of Taxation and Finance impose secrecy restrictions on:

- all officers, employees, and agents of the Department of Taxation and Finance;
- any person engaged or retained by this department on an independent contract basis;
- any depository, its officers and employees, to which a return may be delivered;
- any person who is permitted to inspect any report or return;
- contractors and workmen hired by the department to work on its equipment, buildings, or premises, or to process returns or other papers; and
- visitors to the Department's buildings or premises.

Except in accordance with proper judicial order or as otherwise provided by law, it is unlawful for anyone to divulge or make known in any manner the contents or any particulars set forth or disclosed in any report or return required under the Tax Law. Computer files and their contents are covered by the same standards and secrecy provisions of the Tax Law and Internal Revenue Code that apply to physical documents.

Any unlawful disclosure of information is punishable by a fine not exceeding \$10,000, imprisonment not exceeding one year, or both. State officers and employees making unlawful disclosures are subject to dismissal from public office for a period of five years.

Unauthorized disclosure of automated tax systems information developed by the department is strictly prohibited. Examples of confidential systems information include: functional, technical, and detailed systems design; systems architecture; automated analysis techniques; systems analysis and development methodology; audit selection methodologies; and proprietary vendor products such as software packages.

The Internal Revenue Code contains secrecy provisions which apply to federal tax reports and returns. Pursuant to sections 6103 and 7213 of the Internal Revenue Code, penalties similar to those in the New York State law are imposed on any person making an unauthorized disclosure of federal tax information. In addition, section 7213A of the Internal Revenue Code was enacted to prohibit the unauthorized inspection of returns or return information (also known as "browsing"). The unauthorized inspection of returns or return information by state employees is punishable by a fine not exceeding \$1000 for each access, or by imprisonment of not more than one (1) year, or both, together with the cost of prosecution.

I certify that I have read the above document and that I have been advised of the statutory and Department of Taxation and Finance secrecy requirements; I certify that I will adhere thereto, even after my relationship with the department is terminated.

Organization: _____

Signature _____ Date _____

Name: _____

Address/Street: _____

City: _____ State _____ ZIP code _____