

**State of New York Executive Department
Office of General Services - Procurement Services Group
Corning Tower - 37th 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 OR FAXED TO (518) 486-5628 ONLY
(E-Mail Submissions Are NOT Acceptable)**

BID OPENING DATE: February 9, 2010 TIME: 11:00 AM	TITLE: Group 20020 - SERIALS (Domestic & Foreign Periodicals, Magazines, Etc.) (Statewide) Classification Code: 55
INVITATION FOR BIDS NUMBER: <p style="text-align: center;">21681-PF</p>	SPECIFICATION REFERENCE: As Incorporated in the Invitation For Bids
CONTRACT PERIOD: Five Years With Option to Renew	
DESIGNATED CONTACTS: Team #1	
PRIMARY CONTACT: Michael Riley, Purchasing Officer I Telephone No. (518) 474-6716 E-mail address: michael.riley@ogs.state.ny.us	SECONDARY CONTACT: Jamie Nusbaum, Team Leader Telephone No. (518) 474-2387 E-mail address: jamie.nusbaum@ogs.state.ny.us

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.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Legal Business Name of Company Bidding:	Bidder's Federal Tax Identification #: (Do Not Use SS#)
D/B/A - Doing Business As (if applicable):	
Street	City State Zip County
Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids. _____% Cash Discount for payment within 15 days of delivery and/or receipt of voucher _____% Cash Discount for payment within 30 days of delivery and/or receipt of voucher	
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:	Printed or Typed Name:
Title:	Date:
Phone : () - ext ()	Toll Free Phone : () - ext ()
Fax : () - ext ()	Toll Free Fax : () - ext ()
E-mail Address:	Company Web Site:

FOR PROCUREMENT SERVICES GROUP USE ONLY

P.R. #21681	LIT <input type="checkbox"/>	MEMO <input type="checkbox"/>	MISSING PAGES
	LET <input type="checkbox"/>	OTHER <input type="checkbox"/>	

GENERAL INFORMATION

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Office of General Services' Procurement Services Group 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.

NOTICE TO BIDDERS:

The Commissioner of General Services will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

1. BID PREPARATION

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One copy of the bid is required, unless otherwise specified herein.

2. BID DEVIATIONS

If your bid differs from the specifications explain such deviation(s) or qualification(s); and if necessary, attach a separate sheet. See "Extraneous Terms" in Appendix B, OGS General Specifications.

3. 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 may be rejected. E-mail submissions are not acceptable and will not be considered.**

• **Bid envelopes and packages**

An envelope and/or package containing a bid should be clearly marked "**BID ENCLOSED**" and should 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 "Bid Submission" in Appendix B, OGS General Specifications. Bids shall be delivered to:

**State of New York Executive Department
Office of General Services
Procurement Services Group
Corning Tower - 37th Floor Reception Desk
Empire State Plaza
Albany, NY 12242**

• **FAX transmittals**

If permitted by this solicitation, fax transmittals shall be sent to: **(518) 486-5628 ONLY**
See "Facsimile Submissions" in Appendix B, OGS General Specifications.

Bidder may fax bid submittal pages; however electronic pricelist files must be sent under separate cover.

• **Hand deliveries**

Bidders must allow extra time to comply with the security 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.**

4. IMPORTANT SECURITY PROCEDURES

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

Bidders attending bid openings are encouraged to pre-register for building access by contacting the Procurement Services Groups (PSG) receptionist at 518-474-6262 at least 24 hours prior to the bid opening. Visitors who are registered can check in directly with the Security Desk. Visitors who are not pre-registered will be directed to a designated phone to call the PSG Receptionist. The Receptionist will register the visitor at that time but delays may occur. Vendors who intend to deliver bids or conduct PSG business should allow extra time to comply with these security procedures. Security procedures may change or be modified at any time.

GENERAL INFORMATION (Cont'd)

NON-COLLUSIVE BIDDING CERTIFICATION:

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

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

PROCUREMENT LOBBYING TERMINATION:

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

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

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

DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG'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 (www.ogs.state.ny.us).

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

GENERAL INFORMATION (Cont'd)

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX B:

Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

CONFLICT OF TERMS AND CONDITIONS:

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A
- b. This Invitation For Bids
- c. Appendix B
- d. Bidder's Bid

NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE (APPENDIX 1):

Bidder agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire, which is attached as Appendix 1 (hereinafter 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 making that determination. The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract by providing ten (10) days written notification to the Contractor. 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.

TAX LAW 5-A AMENDED APRIL 26, 2006 (APPENDIX 2)

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

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

Contractor certification forms and instructions for completing the forms are attached to this bid. Form No. ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

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

GENERAL INFORMATION (Cont'd)

TAX LAW 5-A AMENDED APRIL 26, 2006 (APPENDIX 2) (Cont'd)

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

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

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

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Offerer 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 the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

ELECTRONIC BID OPENING RESULTS

The Procurement Services Group (PSG) posts bid prices on the OGS/PSG web page. The web page makes available bid tabulations (i.e.: photocopies of price pages or spreadsheets) received by PSG 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.state.ny.us/purchase/bidresults/bidresults.asp>

DEBRIEFING:

A bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. 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. The post-award debriefing should be requested in writing within 30 days of posting of the contract award on the OGS website.

GENERAL INFORMATION (Cont'd)

INQUIRIES/ISSUING OFFICE:

All inquiries concerning this specification will be addressed to the following PSG designated contact(s) and issuing office:

PRIMARY CONTACT

Michael Riley
NYS Office of General Services
Procurement Services Group
Corning Tower - 38th Floor
Empire State Plaza
Albany, New York 12242

Phone No.: (518) 474-6716
FAX No. (518) 474-5052
E-Mail: michael.riley@ogs.state.ny.us

SECONDARY CONTACT

Jamie Nusbaum
NYS Office of General Services
Procurement Services Group
Corning Tower - 38th Floor
Empire State Plaza
Albany, New York 12242

Phone No.: (518) 474-2387
FAX No. (518) 474-5052
E-Mail: jamie.nusbaum@ogs.state.ny.us

All questions should be submitted in writing no later than January 13, 2010, citing the particular bid section and paragraph. The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders 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. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

SCOPE (BID SYNOPSIS):

This solicitation and any resultant contract is for subscription services for serials. The subscription agent (bidder/contractor) is the provider of periodical subscriptions of serials offered at a percentage of subscription list price.

The Office of General Services seeks to establish contracts with multiple qualified contractors for the provision of serials in all formats, including but not limited to print, CDs/DVDs, electronic journals and publications, microform, law materials, and back issues.

The Office of General Services uses the definition of serials as defined by the Online Dictionary for Library and Information Science (ODLIS), which are publications in any medium issued under the same title in a succession of discrete parts, usually numbered (or dated) and appearing at regular or irregular intervals with no predetermined conclusion. Serial publications include print periodicals and newspapers, electronic magazines and journals, annuals (reports, yearbooks, etc.), continuing directories, proceedings and transactions, and numbered monographic series cataloged separately.

Electronic journals, transmitted in digital format that require additional terms and conditions (such as a license agreement, shrinkwrap or clickwrap agreements, or user authorizations) are permitted only in accordance with the LICENSING TERMS AND CONDITIONS FOR ELECTRONIC JOURNALS and with all other terms and conditions of the bid. Electronic Online Databases as defined below are EXCLUDED from this contract.

Except for those services labeled as “optional,” the bidder must be able to provide all the performance requirements which are identified in the “PERFORMANCE REQUIREMENTS” clause and the terms and conditions of the bid document.

Authorized users of the contract shall select one or more contractors from those awarded contracts on the basis of price, extent of services offered, and quality of service provided. Authorized Users are encouraged to solicit best and final offers at time of purchase to determine the most practical and economical in the best interests of the state.

If a Contractor sells items that are excluded under this Contract as set forth above, such Contractor’s contract may be suspended or terminated.

GENERAL INFORMATION (Cont'd)

ELECTRONIC ONLINE DATABASES:

Electronic Online Databases are excluded from this contract. For the purposes of this bid, a database, as defined by the Online Dictionary for Library and Information Science (ODLIS), is a large, regularly updated file of digitized information (bibliographic records, abstracts, full-text documents, directory entries, images, statistics, etc.) related to a specific subject or field, consisting of records of uniform format organized for ease and speed of search and retrieval and managed with the aid of database management system (DBMS) software. Content is created by the database producer, which usually publishes a print version and leases the content to one or more database vendors that provide electronic access to the data after it has been converted to machine-readable form, usually on CD-ROM or online via the Internet, using proprietary search software. This definition is used to distinguish the products offered under the OGS electronic database contract (Group 79100) and the serials contract.

OGS administers separate contracts for Electronic Online Databases, Group 79100 and awards contracts under a continuous recruitment process. The directions for downloading and submitting the electronic database access contract template are contained under the OGS Continuous and Periodic Recruitment Bids Page, Group 79100, Electronic Online Databases.

If a vendor is interested in participating in the database award process, please follow the OGS web page link, scroll down to Group 79100, and click on the link to obtain the instructions, qualifications and template document: <http://www.ogs.state.ny.us/purchase/continuousbid.asp>. Bidders/Contractors must clearly offer their products under the proper contracts, either database or serials as defined herein. Failure to properly segment contract offerings under the proper definitions set forth herein will lead to unauthorized products sold to authorized users and may result in contract suspension or termination. Current online database contractors should verify their database offerings and update their contract as necessary.

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the authorized user and shall include all transportation charges and inside delivery for print medium. Inside deliveries are to be delivered to the ordering authorized user's stockroom or office location. The bidder's price should include all costs associated with selling the product. Shipping and handling charges, if necessary, must be included as part of the bidder's percentage of list.

A percentage of publishers' list prices shall be offered by the bidder. This may include a range consisting of a lower limit and an upper limit (e.g., 95% to 104%). For example, 95% would be a 5% discount from list; 104% would be list price plus a 4% service charge; 100% would be list price without a discount or service charge. This range shall be applied to publishers' list prices. Bidder should include with its bid a detailed explanation of the price and price ranges that will be applied against publishers' list prices for subscriptions in the various formats (print, electronic, packaged, etc.) including an explanation of: (i) print, (ii) electronic journals, (iii) packaged pricing, (iv) full time equivalent (FTE) pricing models, and/or (v) any licensing models, or (vi) other combinations that may be utilized.

The Publishers' list prices shall be the current list prices at time of order as published and distributed by the publishers. The subscription agent's discount may increase at anytime, but shall not decrease during the term of the contract. The subscription agent's service charge may decrease at anytime, but shall not increase during the term of the contract. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

The bidder's price should include all costs associated with selling the product. No shipping charges are allowed EXCEPT on foreign publications shipped directly to the authorized user from an address outside the 48 contiguous US states including the District of Columbia. Foreign shipping costs shall be prepaid by the contractor and added to the invoice and all such orders shall be shipped on F.O.B. destination by the most economical method. There shall be no increase in contract prices for freight, shipping, fuel or other surcharges, FPT (Freight Pass Through), etc. during the term of the contract.

Authorized users shall not be charged additional fees (i.e. licensing fees, or any other fees) in excess of the subscription price for all serials including electronic journals.

New York State anticipates that the State shall be treated as a single entity and that prices for such services reflect volume aggregated discounts commensurate with the statewide volume. Bidders are encouraged to offer their best possible pricing; additionally, contractors may negotiate better pricing with authorized users at any time throughout the contract period. (See "Best Pricing Offer" in Appendix B, OGS General Specifications).

The State reserves the right after award to solicit from successful contractors, aggregate buys of certain subscriptions during the contract period and to make such volume discounts available to all authorized users.

GENERAL INFORMATION (Cont'd)

PRICE: (Cont'd)

OPTIONAL SERVICES:

Bidders are encouraged to offer Optional Services. Optional Services may include, but are not limited to:

- Stamps, call numbers or routing labels, bar-coding and security strips.
- Processing of journals including affixing date and property.
- Consolidation of shipments.

Optional Services may be bid as a monetary charge (dollar amount) and if awarded under contract may be added to each authorized user's order. If a range of charges is offered based upon ordering criteria such as volume price breaks, the bidder must identify where each specific charge is within the range and how the charge is to be applied. If a bidder is offering an optional service at no additional charge, bidder shall list the service offered and then list "no charge" on the corresponding pricing line.

All monetary amounts for optional services may be adjusted annually following the first year of the contract on the basis of the Not Seasonally Adjusted Consumer Price Index – All Urban Consumers, U.S. city average, All items less food, Series ID: CUUR0000SA0L1, CUUS0000SA0L1 published monthly by the US Department of Labor Bureau of Labor Statistics. There shall be no price adjustments during the first year of the contract. The adjustment shall be established as follows. Following the first year of the contract and annually thereafter, the contractor may make a formal request for a price adjustment in the succeeding contract year. This request must be made in writing to the Purchasing Officer identified on the front page of the resultant Contract Award Notification and such request must be received by no later than three months preceding the annual effective date of adjustment. If the contractor fails to submit a written request by such date, he/she forfeits its opportunity to receive a price adjustment in the succeeding contract year.

Price adjustments for monetary amounts for optional services shall begin with the second year of the start date of the contract and annually thereafter. The adjustment shall be based on the percentage of increase or decrease in the above referenced index in the preceding twelve months ending three months prior to the effective date of the adjustments. In no case shall price increases exceed five percent annually. All adjusted prices will be rounded up or down to the nearest whole cent. The Office of General Services shall notify all parties of the price adjustments through the issuance of written notification by the Procurement Services Group.

Below is an example calculation. Values used are for illustrative purposes only.

CPI for current period	193.676
Less CPI for previous period	188.326
Equals Index point change	5.350
Divided by previous period CPI	188.326
Equals	0.028
Result multiplied by 100	0.028 x 100
Equals percent change	2.8

Should the referenced CPI become discontinued during the course of the contract, it will be replaced by the Not Seasonally Adjusted Consumer Price Index – All Urban Consumers, U.S. city average, All items, Series Id: CUUR0000SA0, CUUS0000SA0 and adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

METHOD OF AWARD:

Award shall be made by Item in accordance with the Item Categories listed herein. Bidders may bid on one or more Item Categories. Because of the nature of the commodities involved, the availability or non-availability of materials, etc., and recognizing that no one dealer, subscription agent or publisher will be able to supply all of the materials to be covered by the resultant contract award, award may be made to more than one contractor per item. Award shall be made to responsive and responsible bidders offering reasonable pricing and meeting the specifications and performance requirements. Contracts shall be awarded only to bidders whose schedule of prices indicates that items will be delivered at reasonable price as determined by the Office of General Services, Procurement Services Group. "Reasonable prices" may be determined by reviewing prices offered to GSA and Veteran's Administration, contracts with other state or government entities, prices offered on previously awarded NYS contract, and/or pricing offered by other bidders for this solicitation, etc.

GENERAL INFORMATION (Cont'd)

METHOD OF AWARD: (Cont'd)

At the time of the bid opening, where possible, bidder should provide copies of at least one governmental and/or municipal contracts (GSA, other State, etc.) that shows the percentage of list and FOB point. The State reserves the right to require documentation to support the reasonableness of the prices offered. New York State reserves the right to reject any bidder that does not demonstrate reasonable pricing for this solicitation.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a five year term as stated on the Invitation for Bids and in accordance with clause 38, CONTRACT CREATION / EXECUTION of Appendix B. Percentage of List Prices quoted may decrease at any time but may not increase for the entire contract period. Discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) of up to five years.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

PRICE LISTS:

Bidders should submit with their bid two electronic copies of their current itemized pricelist on CD/DVD in Microsoft Excel for Windows, version 11.0 (Office '03) or lower format, which details publishers' list prices, and to the extent possible, percentage of list ranges and net pricing. Other compatible formats may be considered. Requests for consideration of any other formats should be made in writing at least 14 calendar days prior to the bid opening date to allow sufficient time for evaluation of alternative format.

If bidder does not have its own pricelist; but instead utilizes a website for processing orders, then bidder shall provide detailed information on how orders will be processed through its website including information that details the net pricing that will be offered to authorized users; or if a bidder utilizes a hardcopy catalog and/or pricelist, two hard copies of the catalog and/or pricelist should be submitted with the bid.

VOLUME DISCOUNTS:

Bidders should offer additional discounts on the bid submittal pages based on an agency's purchase order, an agency's aggregate purchases and/or aggregate statewide contract purchases in dollars. Other discounts including but not limited to electronic access ordering and prepayment plans are also encouraged. New York State reserves the right to negotiate additional discounts based on statewide aggregate sales.

GENERAL INFORMATION (Cont'd)

PROCUREMENT INSTRUCTIONS::

Authorized users are advised to closely review their invoices to verify compliance with the contract pricing, terms and conditions. Contractors must submit invoices in the level of detail necessary as requested by the authorized user to ensure such conformance. Invoices shall be submitted in the form specified in the INVOICING AND PAYMENTS section under PERFORMANCE REQUIREMENTS.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questions at end of bid document).

PERIODIC RECRUITMENT:

The State reserves the right to add contractors during the term of the contract and will formally announce when the bid is reissued at such dates at the discretion of the State. It is anticipated that there will be a minimum of one periodic recruitment solicitation during each five year term, as deemed necessary by the State. Bidders shall be required to submit this original bid document, which may include additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bidders are advised to review the "Qualification of Bidders" clause before submitting a bid under periodic recruitment to ensure they can meet all bid requirements. Under periodic recruitment, bidder must have achieved a minimum of \$100,000.00 in verifiable national public entity sales of serials for any combination of twelve months during the prior eighteen month period preceding the bid opening date for the solicitation.

Required proof of sales will be in the form of a summary of the total sales reported, which shall include the names of the public entity purchasers and the total amount of sales by purchaser. Required proof of sales should be submitted at the time of bid opening. Copies of invoices may be required for verification or clarification if deemed necessary by the Office of General Services. Failure to submit proof of sales as requested may result in rejection of bid.

Once awarded a contract, a bidder may not resubmit a bid for future consideration. In addition, if a bid is deemed non-responsive under periodic recruitment, a bidder cannot reapply for a future contract until the next periodic recruitment period. For bids that are awarded under periodic recruitment, the contract term will commence one business day following Office of the State Comptroller approval in accordance with clause 38. CONTRACT CREATION / EXECUTION of Appendix B and will terminate on the then current end date of the contract or at the end of any approved extension or renewal period

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in 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. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

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.

GENERAL INFORMATION (Cont'd)

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order. Product is required as soon as possible and guaranteed delivery may be considered in making award.

Delivery shall be made in accordance with instructions on Purchase Order from each authorized user. By submission of bid, bidder guarantees delivery of subscriptions with no disruption in service. If there is a discrepancy between the purchase order and information listed on the contract, it is the contractor's obligation to seek clarification from the ordering authorized user and, if applicable, from the Office of General Services, Procurement Services Group.

ESTIMATED QUANTITIES:

The historical dollar value of all contracts issued under previous awards was approximately \$119 million annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Authorized users will be encouraged to purchase from contractors who offer the subscriptions, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors 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.

QUALIFICATION OF BIDDER:

The bidder must be either:

- A responsible bidder who has been actively engaged in the subscription agent business for a period of one year or more prior to the bid opening date; or
- A responsible publisher, who has been in business for a period of one year or more prior to the bid opening date, capable of processing and invoicing individual orders for serials from state agencies, political subdivisions and others authorized by law to utilize the contract.

The bidder shall have a permanent place of business from which items covered by this contract are sold and shall employ sufficient number of qualified personnel to ensure that the bidder can perform in accordance with all outlined requirements.

The Office of General Services expressly reserves the right to request supporting documentation as necessary, from a bidder that responds to this Invitation for Bids before award or at any time during the contract period.

To qualify for inclusion on the contract a bidder may be required to provide information on its present authorized user base, information on its financial condition, publishers' authorizations to sell its products, and a description of services provided, including samples of invoices, credits, statements, and reports.

IN ADDITION, THE BIDDER MUST MEET ONE OF THE FOLLOWING CRITERIA:

1. The bidder must be a current or past Group 20020, Award 3341 contract holder who has achieved a minimum of \$100,000.00 in verifiable serials contract sales to New York State agencies, political subdivisions, and others authorized by law to use the contract for any combination of twelve months during the prior eighteen month period preceding the bid opening date for this solicitation.

GENERAL INFORMATION (Cont'd)

IN ADDITION, THE BIDDER MUST MEET ONE OF THE FOLLOWING CRITERIA (Cont'd)

OR

2. The bidder must have sold a minimum of \$100,000.00 in verifiable national public entity sales of serials for any combination of twelve months during the prior eighteen month period preceding the bid opening date for this solicitation.

OR

3. The State reserves the right to waive requirement number two if a bona fide need can be established for the product offered and it is deemed to be in the State's best interest to waive the requirement.

Required proof of sales shall be in the form of a summary of the total sales reported, which shall include the names of the public entity purchasers and the total amount of sales by purchaser. Required proof of sales should be submitted at the time of the bid opening. Copies of invoices may be required for verification or clarification if deemed necessary by the Office of General Services. Failure to submit proof of sales as requested may result in rejection of bid. .

INTERNET WEBSITES:

The State recommends that successful bidders have a designated New York State contract website for authorized users' direct access. This website will be listed under the Contractor information. The website will be the responsibility of the contractor to maintain and keep updated. Hard copy catalog and price lists, either in paper format or electronic format, must be available to all authorized users who either do not have web access or prefer the optional format.

PROCUREMENT CONTRACT FEE:

State Finance Law §163-c (added by Part F of Chapter 56 of the Laws of 2008), imposes a centralized procurement contract fee (procurement fee) for centralized contracts for the purchase of commodities, services and technology awarded and administered by the Commissioner of General Services. The procurement fee is equal to one half of one percent (0.005) of the price of the commodity, service or technology sold by the contractor. The pricing offered by bidders/offerers for the commodity, service or technology will be considered by the Office of General Services (OGS) to be inclusive of the fee, and will be subject to review for evaluation and recommendations for contract award. The procurement fee shall be paid by the contractor based on total sales made by Authorized Users of centralized contracts.

State Finance Law section 163-c applies to bids issued by OGS on or after July 1, 2008. The procurement fee of one half of one percent of sales to purchasers by the contractor for the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance ("DTF") no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF's Online Tax Center (<http://www.tax.state.ny.us/nyshome/online.htm>).

Returns must be filed even if no sales under the centralized contract were made during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation. Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

A contractor that cannot comply with the mandatory electronic filing and payment requirements must advise the OGS in writing at the time of bidding that it cannot reasonably comply with such electronic requirements. The contractor must provide the basis and reasons for its inability to comply. OGS shall in its sole discretion determine whether a sufficient basis and reasons have been presented supporting waiver of the mandatory electronic requirements. If the waiver is granted, the contractor shall pay the procurement fee to OGS by paper check,

GENERAL INFORMATION (Cont'd)

PROCUREMENT CONTRACT FEE: (Cont'd)

accompanied by the sales report and the paper return within forty-five days (45) days after the close of the preceding calendar quarter in accordance with the directions on the form. Contractor agrees to fully cooperate with OGS relative to such payment and filings.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs is available at:

<http://www.ogs.state.ny.us/purchase/ProcurementContractFee.asp>

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both New York State agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

In addition to contractor direct sales, if applicable, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided detailing the following information for each authorized distribution channel.

<u>Item/ SubItem Number</u>	<u>Product Description</u>	<u>Name of Agency/Non- State Agency</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total Sales State Agencies</u>	<u>Total Sales Non-State Agencies</u>
					\$	\$
Grand Total Sales State and Non-State Agencies						\$

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Sales reports shall be used to ensure that aggregate volume discounts offered by the contractor for agency or statewide aggregate purchases are passed along to the state. It is the contractor's responsibility to advise when aggregate volume sales are met to trigger increased discounts applicable to future state sales.

ASSOCIATED PRODUCTS / OPTIONAL SERVICES:

Acceptance, prior or subsequent to award, of any or all of the items or optional services offered for inclusion shall be at the sole discretion of the state, with the exception of additions, changes, or deletions to subscription titles that do not require the Office of General Services approval. As new types of products and/or optional services become available; contractor shall notify the Office of General Services, Procurement Services Group. Subsequent to award, consideration may be given to the addition of these to the contract, if such types of products and/or optional services are:

GENERAL INFORMATION (Cont'd)

ASSOCIATED PRODUCTS / OPTIONAL SERVICES: (Cont'd)

- included in the same type of classification or similar to those already awarded,
- required by an authorized user, and/or
- priced reasonably and commensurate with other products and/or services awarded.

Prior approval from the Office of General Services and the Office of The State Comptroller is required for the addition of these items.

"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 Section 163.3.a.v., Article XI, of the New York State Finance Law. 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:

1. lower in price
-and/or-
2. 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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.state.ny.us/procurecounc/pdfdoc/guidelines.pdf>

LICENSING TERMS AND CONDITIONS FOR ELECTRONIC JOURNALS

DEFINITIONS:

Concurrent Users shall mean the number of end users that have access to an electronic journal at a given point in time and can mean either of the following:

- **Concurrent Sessions Definition:** Under this definition, concurrent user is interpreted to include any user station device which, at the point in time of measurement, has established a logical session path to the licensor's online service, enabling an immediate search request to be made directly to the licensor's search software. This is the common meaning of such expressions as being "signed on" or "logged on" to the online service. Under this definition, any signed on terminal or user station device is counted as part of the concurrent use total, regardless of whether the user is at the user station; formulating a new search request; waiting for the licensor's system to respond to a search request; or digesting the results of a previous request.
- **Active Request Definition:** Under this definition, only users who have submitted a search request transaction to the licensor's online service and have not yet received a response from the licensor's system are considered to be active users.
- **End User** shall mean those persons who are permitted by the authorized user to have access to the electronic journal.

Fair Use shall mean acceptable use under the Copyright Revision Act 1976 as amended subsequently provided that such rights are exercised in accordance with Section 108 of the Act and with the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines) and published in U.S. Copyright Office Circular 21.

Server shall mean the computer system(s) on which the electronic journals reside and through which Authorized users gain access to the electronic journals.

ACCESS TO ELECTRONIC JOURNALS: AUTHORIZED USERS:

- A. **Access:** Access to the electronic journals by Authorized Users shall be either via electronic media or the World Wide Web. If access is provided from the World Wide Web, the contractor shall ensure that the electronic journals are highly stable and usable (including average response time of less than 5 seconds, and uptime, except for scheduled maintenance, of 96.9%), and shall ensure that the Web server(s) is (are) fully capable of serving authorized users. Access shall be controlled by Internet Protocol (IP) addresses, passwords or other appropriate authentication technology.
- B. If the license rights are based on a named user model, an authorized user will prepare and submit to the contractor a list of end users that shall include name, address, and contact information.
- C. **License Scope:**
 - (1) **License:** The contractor and the state agree that the license for the electronic journals shall be governed as set forth below:
 - a.) Authorized user is granted a non-exclusive, transferable, term license to access and use the electronic journals in accordance with this contract. The license term for the electronic journals license shall commence upon the license effective date.
 - b.) Contractor warrants and represents the right to grant a non-exclusive term license to access and use any electronic journal(s), provided to authorized user under this contract.
 - c.) **Permitted License Transfers:** As authorized user's business operations may be altered, expanded or diminished, electronic journal licenses may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between authorized users ("permitted license transfers"). Authorized user(s) do not have to obtain the approval of contractor for permitted license transfers, but must give thirty (30) days prior written notice to contractor of such move(s). There shall be no additional license or other transfer fees due contractor.

LICENSING TERMS AND CONDITIONS FOR ELECTRONIC JOURNALS (Cont'd)

ACCESS TO ELECTRONIC JOURNALS; AUTHORIZED USERS: (Cont'd)

- D. Concurrent Use License: Where licensing of electronic journals is based upon “concurrent users,” contractor hereby grants license rights to the specified number of concurrent users actually executing the licensed programs, without reference to location or named users (hereinafter “concurrent users”). Upon written notice to contractor, authorized user reserves the right, without penalty or termination of the existing license, to increase or diminish the number of concurrent user licenses.

CONTRACTOR’S PERFORMANCE OBLIGATIONS:

- A. The contractor will provide and maintain help files and other appropriate user documentation for the electronic journals to be accessible to all authorized users free of charge.
- B. available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem solving, or general questions free of charge.

Authorized users acknowledge that the copyright and title to the information content and organization of the electronic journals are and remain with the publisher. Authorized user shall use reasonable efforts to inform its end users and walk-in patrons of any restrictions on the use of the electronic journals. Authorized user shall use reasonable efforts to protect the electronic journals from any use that is not permitted under this agreement. End users may make all use of the electronic journals as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the electronic journals may be used as follows:

- (1) End users may display, download, copy and/or print portions of the electronic journals for use in research, education, or other non-commercial purposes.
- (2) End users may use a reasonable portion of the electronic journals in the preparation of educational materials.
- (3) End user may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. End user agrees to maintain records respecting end user's use of materials in such Interlibrary Loan and to provide such records to the contractor upon request.

SPECIFIC RESTRICTIONS ON USE OF ELECTRONIC JOURNALS:

- A. Authorized user may not utilize the electronic journals for commercial purposes, including but not limited to the sale of the electronic journals, fee-for-service use of the electronic journals, or bulk reproduction or distribution of the electronic journals in any form; nor may authorized user impose special charges for use of the electronic journals beyond reasonable printing or administrative costs.

PERFORMANCE REQUIREMENTS

ORDERS, RENEWALS, AND CANCELLATIONS:

- a. The authorized user may specify that the subscription begin with current issue, first issue of the current volume, first issue of the current year, or first issue of the next volume. Subscriptions shall begin on the effective date specified on the purchase order.
- b. The contractor shall notify the authorized user as soon as possible but no later than thirty (30) days if unable to supply a new order. Contractor shall also provide a reasonable explanation in writing for non-fulfillment.
- c. The contractor shall provide address, publication, merger, and title change services, etc.
- d. The contractor shall make arrangements with publishers for all regularly purchased subscription orders and renewals within sufficient time to avoid any interruption in receipt of issues.
- e. The contractor shall cancel subscriptions as requested by the authorized user and shall issue a credit if allowed by the publisher.
- f. The contractor shall provide pro-rated refunds for titles which cease publication prior to expiration.
- g. The contractor shall provide a common expiration date for subscriptions (if requested by the authorized user) unless prohibited by the publisher.
- h. At the authorized user's request the contractor shall renew subscriptions automatically on a date selected by the authorized user; or at the option of the authorized user, shall provide a list of titles to be renewed by the contractor for the authorized user's approval prior to the issuance of the annual renewal invoice.
- i. The contractor may provide two, or three-year renewal periods, but must at a minimum offer a one-year renewal period.
- j. The contractor may enter orders for back files, special issues, supplements, extra volumes, and cumulative indexes, if requested to do so by the authorized user.
- k. All orders, renewals, and cancellations between the contractor and the authorized user shall be in writing, or shall be electronically transmitted.
- l. In lieu of individual order forms, contractor shall be able to accept a purchase or letter order to which is appended a list of titles.

INVOICING AND PAYMENTS:

- a. The contractor may offer an early prepayment discount. Annually, the contractor shall specify the percentages of discount offered and the deadlines for early payment. Subscriptions may be prepaid for up to three years for authorized users legally empowered to make advance payments.
- b. The contractor shall provide annual renewal invoice(s) and indicate if such invoices are available electronically.
- c. The contractor shall provide supplemental invoices for "bill as" published titles, for "bill later" titles, for new orders, etc., based on agreement with authorized user.
- d. The contractor shall provide up to three copies of all invoices if requested by an authorized user.

PERFORMANCE REQUIREMENTS (Cont'd)

INVOICING AND PAYMENTS: (Cont'd)

- e. All invoices shall provide the following information or other "identifier," if applicable:
 - 1) Name, address and Federal Identification Number of contractor.
 - 2) Authorized user address and account number.
 - 3) Invoice date and number.
 - 4) Purchase order number.
 - 5) Contract number.
 - 6) Titles listed in alphabetical order or in an order specified by authorized user.
 - 7) International Standard Serial Numbers (ISSNs).
 - 8) Price for each subscription period.
 - 9) Subscription period.
 - 10) Description, quantity, unit price and extended price of all items.
 - 11) Information indicating if charge is an added optional service charge. An explanation is required.
 - 12) The discount or service charge, as requested by the authorized user, on a line-by-line basis.
- f. Increases in subscription price shall be allowed if correction in cost is required due to publisher's change in price.
- g. Decreases in subscription price shall be refunded or credited, as specified, to the authorized user promptly.
- h. The contractor shall, upon request from the authorized user, provide proof of publisher list prices and increases or decreases in publisher list prices for specific titles.

OPTIONAL:

If available and/or possible, contractor to advise if the following may be provided:

- 1) Authorized user fund code.
- 2) Information indicating if charge is for a renewal or new order.
- 3) Information identifying "bill later" or "bill as" published titles.
- 4) On supplemental invoices, the original invoice number.
- 5) Availability of title in electronic format.
- 6) Customized Invoicing

CLAIMS:

- a. The contractor shall be responsible for claiming all issues reported as not received or received damaged or defective by the authorized user.
- b. The contractor shall promptly process claim notices in a timely manner not to exceed the claim period permitted by the publisher.
- c. The contractor shall provide claim reports no less frequently than bimonthly.
- d. Claim reports shall provide the following information:
 - 1. Date of claim report.
 - 2. Title(s) being claimed.
 - 3. Issue(s) being claimed.
 - 4. Date(s) of prior claim(s).
 - 5. Publisher's response, if any.
- e. The contractor may accept and respond to claims by U.S. mail, facsimile, electronic mail, courier service, or online.

PERFORMANCE REQUIREMENTS (Cont'd)

CONVERSION TO NEW CONTRACTOR BY AUTHORIZED USERS:

- a. Renewal orders requested by authorized users shall be placed at least two months before expiration of current subscriptions.
- b. If an interruption in service results from a change in a contractor, any issues not received shall be obtained by the contractor who received payment for that period at no additional cost to the authorized user. Delivery to the authorized user shall be made by the original contract delivery and at no extra cost to the authorized user.
- c. If duplicate issues are received as a result of change in contractors and the publisher required their return, the contractor shall be responsible for resolving the problem and shall absorb any associated costs.

SUBSCRIPTION CHARGES OR DISCOUNTS, ETC.:

A bidder must state its range of percentage of list price charges.

PACKAGED SUBSCRIPTIONS:

Bidder shall indicate the subscription fee pricing format for packaged titles; for example, priced as a package or priced separately for each title within the package.

CATALOG OF TITLES:

If available, and upon request, the bidder shall provide a comprehensive listing of subscription titles with bid. The listing may include for each title, the bidder's title number, ISSN where available, frequency, availability of indexes and title page, where title is indexed, volume number and date of current subscription period, and current list price.

REPORTS:

- a. The contractor may send the authorized user a monthly statement showing the date and amount of each outstanding invoice and credit memorandum.
- b. The contractor shall notify the authorized user of title changes and discontinued titles and provide information on titles that are slow, delayed, or irregular, either as they occur or on a monthly basis.
- c. At the authorized user's request the contractor shall provide a printed customized list of titles arranged alphabetically or according to specifications defined by the authorized user.
- d. Upon request, the contractor may be required to provide the authorized user with a price analysis report showing a 1-3 year publisher list price comparison of titles ordered. This report can be arranged by title, country of publication, or by codes defined by the authorized user.
- e. If available, contractor may provide an industry-wide summary of statistical data and analyses.
- f. Upon request, the contractor shall provide a report showing changes in publisher subscription periods, quantities ordered, and publishers' new requirements.
- g. All reports between the contractor and the authorized user shall be in writing, and may be electronically transmitted.

MISCELLANEOUS:

- a. The contractor shall provide a toll-free telephone number prior to the award of any resultant contract. (Note: Foreign companies, located outside of North America may be exempt from the toll-free number requirement, upon request.)
- b. The contractor shall assign a qualified and properly trained account representative to service the authorized user account who shall respond to inquiries within two working days.

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

Pricing Example for percentage of list: 95% would be a 5% discount (deduction) from list; 104% would be list plus a 4% service charge; 100% would be list without a discount or service charge. Charges may be represented by a dollar amount for the optional services. Price must include all shipping and handling charges. (See "PRICE" clause.)

Item

No. Item Category - Library Type

1. ACADEMIC LIBRARIES

Percentage of list:

_____ % to _____ %
Lower limit Upper limit

Bidder shall provide a detailed explanation how the percentage of list price range will be applied against publishers' list prices for subscriptions in the various formats (print, electronic, packaged pricing, etc.) Attach additional sheets if necessary.

(i) print

(ii) electronic

(iii) packaged pricing

(iv) full time equivalent (FTE) pricing models

(v) any licensing models

(vi) other combinations that may be utilized

OPTIONAL SERVICES (See "PRICE" clause)

Please specify the service on the left and the monetary charge to the right of the solid line.

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

Item
No. Item Category - Library Type

2. HEALTH SCIENCES LIBRARIES

Percentage of list:

_____ % to _____ %
Lower limit Upper limit

Bidder shall provide a detailed explanation how the percentage of list price range will be applied against publishers' list prices for subscriptions in the various formats (print, electronic, packaged pricing, etc.) Attach additional sheets if necessary.

(i) print

(ii) electronic

(iii) packaged pricing

(iv) full time equivalent (FTE) pricing models

(v) any licensing models

(vi) other combinations that may be utilized

OPTIONAL SERVICES (See "PRICE" clause)
Please specify the service on the left and the monetary charge to the right of the solid line.

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

<p>Bidder</p>

Item
No. Item Category - Library Type

3. LAW LIBRARIES

Percentage of list:

_____ % to _____ %
Lower limit Upper limit

Bidder shall provide a detailed explanation how the percentage of list price range will be applied against publishers' list prices for subscriptions in the various formats (print, electronic, packaged pricing, etc.) Attach additional sheets if necessary.

(i) print

(ii) electronic

(iii) packaged pricing

(iv) full time equivalent (FTE) pricing models

(v) any licensing models

(vi) other combinations that may be utilized

OPTIONAL SERVICES (See "PRICE" clause)
Please specify the service on the left and the monetary charge to the right of the solid line.

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

<p>Bidder</p>

Item
No. Item Category - Library Type

5. PUBLIC ("City," regional) LIBRARIES

Percentage of list:

_____ % to _____ %
Lower limit Upper limit

Bidder shall provide a detailed explanation how the percentage of list price range will be applied against publishers' list prices for subscriptions in the various formats (print, electronic, packaged pricing, etc.) Attach additional sheets if necessary.

(i) print

(ii) electronic

(iii) packaged pricing

(iv) full time equivalent (FTE) pricing models

(v) any licensing models

(vi) other combinations that may be utilized

OPTIONAL SERVICES (See "PRICE" clause)
Please specify the service on the left and the monetary charge to the right of the solid line.

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

Item
No. Item Category - Library Type

**6. OTHER LIBRARIES (Authorized users not
 defined above, such as state
 agencies, etc.)**

Percentage of list:

_____ % to _____ %
Lower limit Upper limit

Bidder shall provide a detailed explanation how the percentage of list price range will be applied against publishers' list prices for subscriptions in the various formats (print, electronic, packaged pricing, etc.) Attach additional sheets if necessary.

(i) print

(ii) electronic

(iii) packaged pricing

(iv) full time equivalent (FTE) pricing models

(v) any licensing models

(vi) other combinations that may be utilized

OPTIONAL SERVICES (See "PRICE" clause)
Please specify the service on the left and the monetary charge to the right of the solid line.

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

Item
No. Item Category - Library Type

**7. OTHER CATEGORIES (such as, but not limited to,
Back Issues, Specialty Supplier, Electronic Direct
Ordering Supplier, etc.)**

Percentage of list:

_____ % to _____ %
Lower limit Upper limit

Description of Supplier:

Bidder shall provide a detailed explanation how the percentage of list price range will be applied against publishers' list prices for subscriptions in the various formats (print, electronic, packaged pricing, etc.) Attach additional sheets if necessary.

(i) print

(ii) electronic

(iii) packaged pricing

(iv) full time equivalent (FTE) pricing models

(v) any licensing models

(vi) other combinations that may be utilized

OPTIONAL SERVICES (See "PRICE")
Please specify the service on the left and the monetary charge to the right of the solid line.

**PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX**

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

VOLUME PRICE DISCOUNTS AGENCY SPECIFIC PER ORDER:

For an agency's purchase order in dollars:
Please specify the dollar amount when an agency qualifies
for additional volume price discounts:

<u>Dollar Range</u>	<u>Percentage</u>
\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %

VOLUME PRICE DISCOUNTS AGENCY AGGREGATE:

For an agency's aggregate contract purchases in dollars:
Please specify the dollar amount when an agency qualifies
for additional volume price discounts:

\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %

VOLUME PRICE DISCOUNTS STATEWIDE:

For aggregate contract purchases in dollars statewide:
Please specify the dollar amount that applies statewide when
the state qualifies for additional volume discounts:

\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %

**OTHER VOLUME PRICE BREAKS AND/
OR DISCOUNTS - Bidder to explain:**

\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %

Electronic Access Ordering Discount: _____ %

Prepayment Plan Discount: _____ %

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

NOTES TO BIDDERS: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

- Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions? See "Best Pricing Offer" in Appendix B, OGS General Specifications.
If "NO", please explain on a separate sheet.

_____ YES _____ NO

- Do you have a contract with the General Services Administration (GSA) or Veterans Affairs (VA) for products offered? (Check all that apply.)

_____ GSA _____ VA _____ NO

If yes, will you offer New York State pricing equal to or better than your GSA or VA pricing?

_____ GSA _____ VA _____ NO

If yes, a copy of the GSA or VA schedule is required. Have you included a copy?

_____ GSA _____ VA _____ NO

- Do you have your pricelist available on the Internet?

_____ YES _____ NO

If yes, do you have the ability to make NYS pricing available online?

_____ YES _____ NO

- Does bidder offer Internet Ordering?

_____ YES _____ NO

- If awarded a contract, will bidder accept the New York State Procurement Card for orders not to exceed \$15,000.00?

_____ YES _____ NO

Additional discount for purchases made with the NYS Procurement Card:

_____ %

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

NOTES TO BIDDERS: (Cont'd)

- Does bidder have the ability to provide annual invoices and any supplementary invoices electronically via email or through the Internet?
- Are any products offered manufactured from recycled materials?
- Does bidder agree to submit quarterly sales reports electronically as required under the report of Contract Purchases Clause? **NOTE: A No answer may result in the rejection of bid.**
- Does bidder agree to submit the procurement contracting fee along with an accompanying return to the Department of Taxation and Finance on a quarterly basis in accordance with the procurement contract Fee clause? **NOTE: A No answer WILL result in the rejection of bid.**
- Does bidder offer a subscription management service?
If yes, please attach additional information about the service to the bid.
- Bidders are advised that their legal business name listed herein must be the exact legal business name of their company and should match the name associated with the bidder's Federal Employers Identification Number (FEIN). This information must be consistent throughout the bid. Has the bidder listed its legal business name throughout the bid document?

___ YES ___ NO

Number of years in business:

___ YRS.

- Person or persons to contact for processing New York State contract orders:

Name:

Title:

Telephone Number:

Toll Free Telephone Number:

Fax Number:

Toll Free Fax Number:

E-Mail Address:

() _____

() _____

() _____

() _____

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below?

_____ YES _____ NO

2. Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?

_____ YES _____ NO

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

NOTE: Contractors certified **and** listed in the Empire State Development's Directory of Certified Minority and Women-Owned Business Enterprises* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.

*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).

"Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (a) at least fifty-one percent owned and controlled by the minority members and/or women;
- (b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;
- (c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and
- (d) an enterprise independently owned, operated and authorized to do business in New York State.

3. Is your company a New York Small Business Concern as defined in accordance with Article 11 of the New York State Finance Law?

_____ YES _____ NO

"Small Business Concern" means a business which:

- (a) is resident in New York State;
- (b) is independently owned and operated;
- (c) is not dominant in its field; and,
- (d) employs one hundred or fewer persons.

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE
INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

4. Total number of people employed by your business in
New York State:

5. PLACE OF MANUFACTURE OF PRODUCT(S) BID:
(Indicate Yes or No for either A, B or C)

- A. All NYS Manufacture
- B. All Manufactured outside NYS
- C. Manufactured In NYS and Outside NYS
If yes to C above, Location (State) where more than
half the value is added to the product(s) bid:

_____ YES _____ NO
 _____ YES _____ NO
 _____ YES _____ NO

State of _____

6. BIDDER'S PRINCIPAL PLACE OF BUSINESS*:

*Principal Place of Business is the location of the primary
control, direction and management of the enterprise.

State of _____

7. "NONDISCRIMINATION IN EMPLOYMENT IN
NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Section 165 of the State Finance Law, the
bidder, by submission of this bid, certifies that it or any
individual or legal entity in which the bidder holds a 10% or
greater ownership interest, or any individual or legal entity that
holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes or No to one or both of the following, as
applicable),

A. have business operations in Northern Ireland:

_____ YES _____ NO

If yes,

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

_____ YES _____ NO

PLEASE USE BLACK INK OR TYPEWRITER WHEN
PREPARING YOUR BID. BE SURE YOU HAVE INSERTED
YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

8. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

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

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

_____ YES _____ NO

If yes, please answer the following question:

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

_____ YES _____ NO

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

_____ YES _____ NO

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

Governmental Entity:

Date of Finding of Non-responsibility:

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

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

_____ YES _____ NO

If yes, please provide details:

Governmental Entity:

Date of Termination or Withholding of Contract:

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

Appendix 1

{Revised: March 2009}

New York State

Standard Vendor Responsibility Questionnaire

(Use the Uniform Contracting Questionnaire CCA-1, for all construction contracts)

Each Contracting Agency conducts a review of prospective contractors (“vendors”) to provide reasonable assurances that the vendor is responsible. This questionnaire is used for all non-construction contracts with a contract value of \$100,000.00 or more and is designed to provide information to assess a vendor’s authorization to do business in New York State, as well as your business integrity, financial and organizational capacity, and performance history. (Review of construction contractors will be based upon the Uniform Contracting Questionnaire developed by the Council of Contracting Agencies.)

Each vendor must answer every question contained in this questionnaire. Where a response requires additional information, the vendor must attach a written response that adequately details the requested information. Please number each response to match the question number. The completed questionnaire and attached responses will become part of the procurement record.

In order to expedite the required review, when providing additional information for a “YES” answer to Questions 14 a-s, or any other response which requires additional explanation, your information and responses should address the relationship of the issue to the proposed contract. Be brief, concise and to the point. Discuss as appropriate the following:

- Provide a description of the issue and identify the actions taken or currently being implemented to ensure that the issue will not occur again.
- State whether the staff and/or organizational component involved in the identified issue(s) will work on the proposed contract. If so, provide information to assure the agency that the issue will not be repeated.
- Identify the relationship (or lack thereof) between the product/services involved in the issue and the type of product/services proposed for this contract.
- State whether the issue will affect your financial or organizational ability to perform under the proposed contract.
- Provide copies of relevant documents or any other information that would assist the agency in its vendor responsibility evaluation.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing vendor’s business and operations, as an owner or officer of the vendor must attest to the questionnaire information. Please be advised that at the end of this questionnaire, you must certify, under oath, all responses given.

New York State
Standard Vendor Responsibility Questionnaire

1. LEGAL BUSINESS NAME: _____
2. FEDERAL EMPLOYER ID NO. (FEIN): _____
3. D/B/A — Doing Business As (if applicable): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (if applicable): _____
5. PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
6. TELEPHONE NUMBER: _____ 7. FAX NUMBER: _____
8. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____
9. TYPE OF BUSINESS: (please check appropriate box and provide additional information)
 - a) Corporation State of Incorporation: _____
 - b) Sole Proprietor State/County filed in: _____
 - c) General Partnership State/County filed in: _____
 - d) Not-for-Profit Corporation Charities Registration Number: _____
 - e) Limited Liability Company (LLC) Jurisdiction filed: _____
 - f) Limited Partnership State/County filed in: _____
 - g) Other — Specify: _____ Jurisdiction Filed (if applicable): _____
10. IF NOT INCORPORATED OR FORMED IN NEW YORK STATE, PLEASE PROVIDE A CURRENT CERTIFICATE OF GOOD STANDING FROM YOUR STATE OR APPLICABLE LOCAL JURISDICTION.
11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), DIRECTOR AND MEMBER, as applicable:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____
 - f) _____
 - g) _____
 - h) _____
12. AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:
Name: _____
Title: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

13. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE? Yes No

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

14. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE¹ OR ANY PERSON INVOLVED IN THE BIDDING, CONTRACTING OR LEASING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (c) an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? Yes No
- (d) an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency? Yes No
- (e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (f) a federal, state or local government suspension or debarment from the contracting process? Yes No
- (g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? Yes No
- (h) a federal, state or local government denial of a lease or contract award for non-responsibility? Yes No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? Yes No

¹"Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

- (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? Yes No
- (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No
- (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws? Yes No
- (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? Yes No
- (n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles? Yes No
- (o) a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:
 - health laws, rules or regulations Yes No
 - unemployment insurance or workers' compensation coverage or claim requirements Yes No
 - ERISA (Employee Retirement Income Security Act) Yes No
 - human rights laws Yes No
 - federal U.S. Citizenship and Immigration Services laws Yes No
 - Sherman Act or other federal anti-trust laws Yes No
- (p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity? Yes No
- (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? Yes No
- (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? Yes No
- (s) a finding of non-responsibility by an agency or authority due to a violation of State Finance Law §139-j? Yes No

FOR EACH YES ANSWER TO QUESTIONS 14 a-s, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

15. DURING THE PAST THREE YEARS, HAS THE VENDOR FAILED TO:

- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? Yes No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? Yes No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

New York State
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

16. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING?

Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

17. DOES VENDOR HAVE THE FINANCIAL RESOURCES NECESSARY TO FULFILL THE REQUIREMENTS OF THE PROPOSED CONTRACT?

Yes No

Appendix 2

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD) {Updated 01/08}
Contractor Certification to Covered Agency (ST-220-CA)



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD
 (5/07)

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

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()
Covered agency name OGS PSG	Contract number or description		Estimated contract value over the full term of the contract (but not including renewals) \$ N/A
Covered agency address Corning Tower, The Governor Nelson A. Rockefeller Plaza, Albany, NY 12242			Covered agency telephone number

General information

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

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

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

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

Mail completed form to:

**NYS TAX DEPARTMENT
 DATA ENTRY SECTION
 W A HARRIMAN**

CAMPUS

ALBANY NY 12227

Privacy notification

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need Help?	
	Internet access: www.nystax.gov (for information, forms, and publications)
	Fax-on-demand forms: 1 800 748-3676
	Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.
	To order forms and publications: 1 800 462-8100
	Sales Tax Information Center: 1 800 698-2909
	From areas outside the U.S. and outside Canada: (518) 485-6800
	Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
	Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Page 2 of 4 ST-220-TD (5/07)

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, 3 below. Make only one entry in each section below.

Section 1 - Contractor registration status

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

Section 2 - Affiliate registration status

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

Section 3 - Subcontractor registration status

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

Sworn to this _____ day of _____, 20 ____

(sign before a notary public)

(title)

ST-220-CA
 (6/06)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____
 (name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:
 (Mark an X in only one box)

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

Sworn to this _____ day of _____, 20 _____

 (sign before a notary public)

 (title)

Instructions

General Information

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

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

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

When to complete this form

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

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

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

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