



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

Patrick Ryan, Director
Budget & Accounting Services

Catherine Golden, Director
Procurement Services

April 18, 2012

Dear Sir/Madam:

The New York State Department of Taxation and Finance (DTF) intends to procure Sharp photocopier full maintenance services pursuant to its discretionary purchasing authority under State Finance law section 163(6). This procurement opportunity, **Request for Quotation (RFQ) #12-01 - Sharp Copier Maintenance Services**, is limited to New York State small businesses or businesses certified pursuant to Article 15-A of the New York State Executive Law.

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

For procurements within the scope of the Procurement Lobbying Act, DTF is required to establish a "Restricted Period" during which certain types of communications may only be made to a "Designated Agency Contact." The Restricted Period for this RFQ has commenced as of April 11, 2012, and shall end upon written notice from DTF.

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

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

The Designated Contacts for this procurement are:

Catherine Golden	518-457-0954	bfs.contracts@tax.ny.gov
Dorothy Lechmanski	518-457-0954	bfs.contracts@tax.ny.gov
Christine DiVeglia	518-457-0954	bfs.contracts@tax.ny.gov

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

The Department has approximately 188 Sharp copiers including digital, analog and/or color copiers. The average age of the equipment is 7 years old or more. The equipment is located in various offices within New York State, as well as one district office in Chicago, IL.

Attached please find RFQ #12-01 *Sharp Photocopier Listing* (Att. 1) and *Sharp Copier Services overview* (Att. 2), as well as the *Quote Response Form* (Att. 3) to be completed and submitted no later than **May 9, 2012**. These documents will also be posted April 23, 2012, on the Department's website at <http://www.tax.ny.gov/about/procure>.

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

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

Attachment B – Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

Signed copies of these documents must be submitted with your quote by or before May 9, 2012, to:

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

Fax: (518) 435-8413

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

The package should clearly indicate: **Quote Enclosed – RFQ #12-01**

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

90 Cohoes Avenue
Green Island, NY 12183

As indicated, Bidders must currently be a small business enterprise or an MWBE. In addition, Bidders must be an Authorized Service Dealer of Sharp copiers.

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

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

Attachments

**NYS Department of Taxation and Finance
SHARP Photocopier Listing - RFQ #12-01 Full Maintenance
Services**

Att. 1

<u>Copier Location</u>	<u>Model & Serial Number</u>	<u>Networked Yes or No</u>	<u>Scanning Capabilitie s Yes or No</u>	<u>Faxing Capabilitie s Yes or No</u>	<u>Estimated Number of Annual Copies</u>
AR-M207					
Garden City, NY	55083588	No	No	No	10,000
Latham, NY	83076301	No	No	No	1,500
Albany, NY	65100184Y	No	No	No	2,000
Albany, NY	83007972	No	No	No	10,000
Buffalo, NY	83075601	No	No	No	1,000
Rye Brook, NY	83007322	No	No	No	20,000
Garden City, NY	83007602	No	No		2,000
Hauppauge, NY	83007952	No	No	No	1,000
NYC, NY	83007982	No	No	No	20,000
NYC, NY	83007342	No	No	No	20,000
Syracuse, NY	73067694	No	No	No	3,000
Rochester, NY	83076201	No	No	No	<u>10,000</u>
					100,500

AR-M237

Albany, NY	4500806X	Yes	Yes	Yes	60,000
Buffalo, NY	55071757	No	No	No	15,000
Albany, NY	55071827	Yes	Yes	Yes	45,000
Albany, NY	55071857	No	No	No	45,000
Albany, NY	55071887	No	No	No	15,000
Albany, NY	55071957	No	No	No	65,000
Green Island, NY	55072027	No	No	No	20,000
Queens, NY	55072377	Yes	Yes	Yes	100,000
Hauppauge, NY	55074257	No	No	No	35,000

Brooklyn, NY	55074307	No	No	No	30,000
Binghamton, NY	45034134	No	No	No	35,000
Binghamton, NY	45034944	No	No	No	25,000
Latham, NY	45034974	No	No	No	80,000
Latham, NY	45035014	No	No	No	15,000
Albany, NY	45035024	No	No	No	15,000
Syracuse, NY	45035364	No	No	No	40,000
Syracuse, NY	45035464	No	No	No	55,000
Albany, NY	45035474	No	No	No	10,000
Brooklyn, NY	45035644	No	No	No	65,000
Brooklyn, NY	45035704	No	No	No	30,000
Latham, NY	45036094	No	No	No	50,000
Utica, NY	45036314	No	No	No	<u>12,000</u>
					862,000

AR-M277

Garden City	55016439	Yes	Yes	Yes	150,000
Rye Brook, NY	55017306	Yes	Yes	Yes	80,000
Rochester, NY	55019446	Yes	Yes	Yes	100,000
Syracuse, NY	55021526	Yes	Yes	Yes	30,000
Latham, NY	55068097	No	No	No	100,000
Albany, NY	55068697	No	No	No	60,000
Albany, NY	55068727	Yes	Yes	Yes	100,000
Albany, NY	55068787	No	No	No	45,000
Albany, NY	55068887	No	No	No	70,000
Albany, NY	55069037	No	No	No	25,000
Albany, NY	75007001	No	No	No	<u>10,000</u>
					770,000

AR-M355NA

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

AR-M355UA

Green Island, NY	55018737	No	No	No	10,000	P.3
Albany, NY	55030122	No	No	No	<u>14,000</u>	
					24,000	

AR-M455UA

Albany, NY	55019016	No	No	No	65,000
Albany, NY	55020586	No	No	No	<u>65,000</u>
					130,000

AR-M205

Hauppauge, NY	45112064	No	No	No	6,000
Albany, NY	45112674	No	No	No	<u>8,000</u>
					14,000

**AR-
M350UXB**

Latham, NY	26509535	No	No	No	50,000
Buffalo, NY	26510775	No	No	No	25,000
Latham, NY	26510785	No	No	No	50,000
Latham, NY	3503065X	No	No	No	75,000
Latham, NY	3503089X	No	No	No	115,000
Albany, NY	3503109X	No	No	No	5,000
Latham, NY	3503112X	No	No	No	10,000
Latham, NY	3505750X	No	No	No	35,000
Brooklyn	45014013	No	No	No	40,000
Albany, NY	45014023	No	No	No	35,000
Albany, NY	45014033	No	No	No	45,000
Albany, NY	45014043	No	No	No	70,000
Queens, NY	45014053	No	No	No	40,000
Rochester, NY	45014063	Yes	No	Yes	50,000
Queens, NY	45014073	No	No	No	40,000
Brooklyn, NY	45014083	No	No	No	70,000
Brooklyn, NY	45014143	No	No	No	15,000
Rochester, NY	45014153	No	No	No	25,000
Albany, NY	45014203	No	No	No	30,000
Albany, NY	45015253	No	No	No	30,000
Albany, NY	45015313	No	No	No	40,000
Albany, NY	45015323	No	No	No	35,000
Albany, NY	45015333	No	No	No	45,000

Latham, NY	45015353	No	No	No	<u>25,000</u>	P.4
					1,000,000	

**AR-
M350NXB**

Chicago, IL	75019202	Yes	No	No	90,000
Latham, NY	45027251	Yes	No	Yes	12,000
Albany, NY	45027571	Yes	No	Yes	35,000
Albany, NY	45027581	Yes	No	Yes	130,000
Albany, NY	45027761	Yes	No	Yes	30,000
Albany, NY	45027901	Yes	No	Yes	110,000
Albany, NY	45027981	Yes	No	Yes	75,000
Latham, NY	45027991	Yes	No	Yes	100,000
Albany, NY	45028771	Yes	No	No	40,000
Albany, NY	45028781	Yes	No	Yes	20,000
Latham, NY	45028811	Yes	No	No	<u>70,000</u>
					712,000

**AR-
M450UXB**

Albany, NY	3504507X	No	No	No	65,000
Albany, NY	3504520X	No	No	No	<u>35,000</u>
					100,000

**AR-
M450NXB**

Albany, NY	3504756X	Yes	No	No	70,000
Albany, NY	3504834X	Yes	No	No	<u>45,000</u>
					115,000

AR-M280U

Buffalo, NY	25002110	No	No	No	70,000
Brooklyn, NY	25008089	No	No	No	50,000
Syracuse, NY	25008559	No	No	No	25,000
Buffalo, NY	25008899	No	No	No	40,000
Brooklyn, NY	25008979	No	No	No	50,000
Buffalo, NY	25009529	No	No	No	45,000

Albany, NY	25009689	No	No	No	20,000
Syracuse, NY	25009739	No	No	No	20,000
Brooklyn, NY	25010099	No	No	No	50,000
Buffalo, NY	25010159	No	No	No	25,000
Rye Brook, NY	25010429	No	No	No	25,000
Garden City, NY	25011639	No	No	No	20,000
Albany, NY	25012649	No	No	No	60,000
Hauppauge, NY	25013939	No	No	No	15,000
Albany, NY	25014019	No	No	No	45,000
Albany, NY	26501518	No	No	No	70,000
Albany, NY	26501808	No	No	No	12,000
Hauppauge, NY	26502238	No	No	No	5,000
Albany, NY	26502738	No	No	No	15,000
Albany, NY	26502928	No	No	No	60,000
Albany, NY	26503948	No	No	No	35,000
Albany, NY	26504208	No	No	No	40,000
Brooklyn, NY	26504278	No	No	No	50,000
Albany, NY	26504568	No	No	No	30,000
Green Island, NY	26504578	No	No	No	25,000
Albany, NY	26504898	No	No	No	50,000
Schenectady, NY	26505168	No	No	No	50,000
Brooklyn, NY	26505298	No	No	No	50,000
Albany, NY	26505928	No	No	No	25,000
Brooklyn, NY	26506548	No	No	No	50,000
Albany, NY	26506638	No	No	No	90,000
Albany, NY	26507748	No	No	No	45,000
Green Island, NY	35023592	No	No	No	<u>12,000</u>
					1,274,000

AR-M350U

Albany, NY	35030542	No	No	No	40,000
------------	----------	----	----	----	---------------

AR-M450U

Albany, NY	35037062	No	No	No	20,000
------------	----------	----	----	----	--------

Albany, NY	35037082	No	No	No	45,000
Albany, NY	35037092	No	No	No	30,000
Albany, NY	35037622	No	No	No	90,000
Latham, NY	35037642	No	No	No	40,000
Albany, NY	35038062	No	No	No	130,000
Albany, NY	35038092	No	No	No	20,000
Albany, NY	35038402	No	No	No	<u>20,000</u>
					395,000

AR-651

Albany, NY	30C24443	No	No	No	35,000
Albany, NY	30C24793	No	No	No	<u>55,000</u>
					90,000

MX-2301

Albany, NY	6506454Y	No	No	No	<u>B/W</u> 13,000	<u>Color</u> 13,000
------------	----------	----	----	----	-----------------------------	-------------------------------

AR-M207E

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

AR-257

Hauppauge, NY	75054060	Yes	Yes	Yes	40,000
------------------	----------	-----	-----	-----	---------------

AR-M355NB

Albany, NY	6505734Y	Yes	Yes	No	40,000
Albany, NY	75010487	Yes	Yes	No	<u>40,000</u>
					80,000

AR-M455NB

Albany, NY	65042534	Yes	Yes	Yes	10,000
Metro DO	6504297Y	Yes	Yes	Yes	6,000
Albany, NY	6504277Y	Yes	Yes	Yes	35,000

Albany, NY	6504344Y	Yes	Yes	No	35,000	P.7
Albany, NY	75016063	Yes	Yes	No	<u>15,000</u>	
					101,000	

AR-4501N

					<u>BW</u>	<u>Color</u>
Albany, NY	65026868	Yes	Yes	Yes	20,000	30,000
Albany, NY	65027718	Yes	Yes	Yes	20,000	20,000
Albany, NY	65027778	Yes	Yes	Yes	25,000	15,000
Albany, NY	65028118	Yes	Yes	Yes	20,000	15,000
Albany, NY	65027918	Yes	Yes	Yes	30,000	25,000
Albany, NY	75064375	Yes	Yes	Yes	<u>25,000</u>	<u>40,000</u>
					140,000	145,000

AR-M550

Troy, NY	3500813Y	No	No	No	40,000
----------	----------	----	----	----	---------------

AR-M550N

Albany, NY	45002751	Yes	Yes	Yes	15,000
Queens, NY	5500131X	Yes	Yes	Yes	240,000
Westchester D.O.	6500596X	Yes	Yes	Yes	60,000
Latham, NY	6501886Y	Yes	Yes	Yes	310,000
Metro	6501887Y	Yes	Yes	Yes	6,000
Latham, NY	6501888Y	Yes	Yes	Yes	120,000
Latham, NY	6501889Y	Yes	Yes	Yes	115,000
Albany, NY	6501890Y	Yes	Yes	Yes	250,000
Westchester	6501894Y	Yes	Yes	Yes	60,000
Brooklyn, NY	6501895Y	Yes	Yes	Yes	80,000
Hauppauge	6501896Y	Yes	Yes	Yes	120,000
Albany, NY	6501897Y	Yes	Yes	Yes	150,000
Albany, NY	6501898Y	Yes	Yes	Yes	85,000
Albany, NY	6501899Y	Yes	Yes	Yes	50,000
Brooklyn, NY	6501900Y	Yes	Yes	Yes	80,000
Albany, NY	6501947Y	Yes	Yes	Yes	70,000
Latham, NY	6501901Y	Yes	Yes	Yes	120,000
Albany, NY	6501903Y	Yes	Yes	Yes	30,000
Albany, NY	6501906Y	Yes	Yes	Yes	30,000
Albany, NY	6501907Y	Yes	Yes	Yes	55,000
Brooklyn, NY	6501908Y	Yes	Yes	Yes	85,000
Albany, NY	6501910Y	Yes	Yes	Yes	50,000

New						
Windsor, NY	6501911Y	Yes	Yes	Yes	25,000	P. 8
Albany, NY	6501917Y	Yes	Yes	Yes	70,000	
Latham, NY	6501918Y	Yes	Yes	Yes	110,000	
Albany, NY	6501971Y	Yes	Yes	Yes	85,000	
Albany, NY	6502021Y	Yes	Yes	Yes	50,000	
Buffalo, NY	6502024Y	Yes	Yes	Yes	160,000	
Troy, NY	55005627	Yes	Yes	Yes	50,000	
Rye Brook, NY	85001903	Yes	Yes	Yes	<u>60,000</u>	
					2,791,000	

AR-M620N

Albany, NY	6501799Y	Yes	Yes	Yes	160,000
Albany, NY	6501802Y	Yes	Yes	Yes	50,000
Albany, NY	6501827Y	Yes	Yes	Yes	50,000
Buffalo D.O.	75008459	Yes	Yes	Yes	100,000
Albany, NY	55007209	Yes	Yes	Yes	<u>60,000</u>
					420,000

AR-M700N

Albany, NY	6501868Y	Yes	Yes	Yes	300,000
------------	----------	-----	-----	-----	----------------

**New York State Department of Taxation and Finance (DTF) – Request For Quote (RFQ)
#12-01
Sharp Copier Services April 2012**

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

A. Services

1. Maintenance Services

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

- a. Repair or correct the machines as required to maintain them in good working order.
- b. Preventive maintenance shall be based on the specific needs of the individual machine as determined by the Contractor. This shall include lubrication, necessary adjustments and replacement of parts.
- c. On-call remedial maintenance, including replacement of unserviceable parts. Parts will be furnished on an exchange basis and will be new parts or equivalent to new in performance when used in these machines.
- d. All maintenance must be performed by fully trained and qualified repair technicians.
- e. A service slip must be completed by Contractor for each service call/repair and submitted to the DTF designated contact.
- f. The maximum response time will be four (4) hours from the time the service call is placed.
- g. The Contractor must maintain, at the service facility, a sufficient quantity of spare components to provide completion of service, maintenance, and repair or replacement of the item or items furnished, within the time frames listed in (h) below.
- h. If a copier is determined to be no longer serviceable, the Contractor will remove the hard drive (if applicable) and give it to the DTF designee for destruction.
- i. The maximum period of time (during work hours as defined above) the Department will be without the use of their copier because of breakdown will be nine (9) working hours. Breakdown shall be deemed to occur when a copier does not produce acceptable copies for tax administration as determined by the Department. The machine shall be considered down from the time the service call is placed, until the machine is corrected and functioning normally.
- j. Loan equipment must be provided when repairs cannot be completed within **48 hours** of initial repair visit.
- k. The Contract shall cover the replacement of all parts (including consumables). Consumable parts, not itemized separately, shall be assumed to be included in the Contract.
- l. The Contractor shall submit within five (5) business days of the Department's request, a summary of service on any machine covered under the contract(s) resulting from this RFQ.
- m. It is understood that the agreement awarded as a result of this RFQ does not guarantee a specific volume of work to the awardee.
- n. Sharp copiers of different models other than what is specified in this bid may be added and/or deleted to the resulting agreement.
- o. The technicians shall be presentable and courteous to all DTF employees. Technicians must have ID which identifies them as an employee of the Contractor and must be ready to present it at any given time, particularly upon entry to any Department location.
- p. If equipment currently covered under a maintenance agreement becomes obsolete, is inoperable and/or cannot be repaired due to the unavailability of spare parts, the Contractor must advise the Department. DTF will have the option of finding the required parts or will be obliged to remove the equipment from its list of covered maintenance items.

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

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

2. Photocopier Supplies

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

3. Additions/Deletions

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

The Department may also withdraw coverage for any products with 30 days written notice to the Contractor.

B. Use of Subcontractors

Bidders should indicate if they plan to use Subcontractors for this discretionary agreement. Prior to the start of work the Contractor shall provide a list of Subcontractor names and telephone numbers, and identify which area(s) of the State the Subcontractor will service the machines. The Bidder shall also provide the Federal Identification Number of each company. The Department reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Department determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) bidders as required by prior contracts.

C. Authorization and/or Certification

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

D. Insurance

At the time of proposal submission the Bidder's company and all staff must be insured against financial losses resulting from their actions. Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York with an A.M. Best Company rating of A- or better, or as acceptable to the Department.

E. Financial Stability

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

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

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

New York State Department of Taxation and Finance - Request for Quote #12-01
 Sharp Copiers - Full Maintenance Services
Quote Response Form

Att.3

April 2012

Firm Name: _____

Authorized Representative: _____

Phone Number: _____

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

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

Please check all that apply.

Please provide:

Bidder is: Small Business Enterprise _____
 Certified MWBE _____
 Authorized Sharp Dealer _____

Total # of employees _____

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

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

<u>Model:</u>	<u>Cost Per Copy:</u>	<u>Model:</u>	<u>Cost Per Copy:</u>
AR-M207	_____	MX-2301 B/W	_____
AR-M237	_____	Color	_____
AR-M277	_____	AR-M207E	_____
		AR-257	_____

New York State Department of Taxation and Finance - Request for Quote #12-01
 Sharp Copiers - Full Maintenance Services April 2012
Quote Response Form (cont'd)

Firm Name: _____

<u>Model:</u>	<u>Cost Per Copy:</u>	<u>Model:</u>	<u>Cost Per Copy:</u>
AR-M355NA	_____	AR-M355NB	_____
AR-M355UA	_____	AR-M450U	_____
AR-M455UA	_____	AR-651	_____
AR-M205	_____	AR-M455NB	_____
AR-M350UXB	_____	AR-4501N B/W	_____
AR-M350NXB	_____	Color	_____
AR-M450UXB	_____	AR-M550	_____
AR-M450NXB	_____	AR-M550N	_____
AR-M280U	_____	AR-M620N	_____
AR-M350U	_____	AR-M700N	_____

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

Yes _____ No _____

Prior to the start of work the Contractor shall provide a list of subcontractor names and telephone numbers, and identify which area(s) of the State the subcontractor(s) will service the machines. The Contractor shall also provide the Federal Identification Number for each.

April 2012

Quote Response Form (cont'd)

The resulting discretionary award will be based on lowest cost to a responsive and responsible bidder. The winning Bidder will be reimbursed quarterly, in arrears, upon submission of meter readings (click charges).

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

Quotes must be submitted by or before May 9, 2012, to:

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

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

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

Procurement Description, Contract or Bid Number:

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

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

By *(signature)*: _____

Name *(please print)*: _____

Title *(please print)*: _____

Date: _____

Attachment B – Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

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

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

Government Entity: _____

Date of Finding of Non-responsibility: _____

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

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

No Yes

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

Government Entity: _____

Date of Finding of Non-responsibility: _____

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

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

By: *(Signature)*: _____

Name: *(Please print)* _____

Date: _____

Attachment C – Offerer Certification of Compliance with State Finance Law 139-k(5)

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

Offerer Certification

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

By: *(signature)* _____

Date: _____

Procurement Description, Contract or Bid Number:

Name *(Please print)*: _____

Title: _____

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

e-Mail Address: _____

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

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

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

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

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

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

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

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

Organization: _____
Signature _____ Date _____
Name: _____
Address/Street: _____
City: _____ State _____ ZIP code _____