



WESTERN SUFFOLK BOCES
507 Deer Park Road, P.O. Box 8007
Huntington Station, NY 11746-9007

SPECIFICATIONS & BID FORM
FOR

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES

BID #22/23-18E2-SI-MB

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX #: _____

EMAIL: _____

DATE OF BID: _____

PERSON WHO PREPARED BID: _____

TITLE: _____

In accordance with the provision of Section 103 of Article 5-A of the General Municipal Law, an advertisement of bids was published in **NEWSDAY** on March 30, 2022.

As stated in such notice, bids will be publicly opened and read in the Office of the Purchasing Agent, Western Suffolk BOCES, 507 Deer Park Road, Huntington Station, New York,

time in effect on: April 13, 2022 at 3:00PM.

- **PLEASE DO NOT SEPARATE THESE PAGES**
- **SUBMIT BID WITH ALL PAGES INTACT**
- **PLEASE COMPLETE LAST PAGE**



To: Bidders

From: Lorraine Hein, CPPB, Director of Business

Re: **BOCES BID #22/23-18E2-SI-MB PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES**

We would be pleased to receive your bid in accordance with the instructions set forth. In order to receive consideration, bids must be submitted to the Purchasing Office at the above address no later than **3:00 P.M. on APRIL 13, 2022.**

Attachments

	Document	Must Be Returned/Signed and/or Initialed with Bid Response to be Considered for Award	# Pages
▶	Notice to Bidders	No	1
▶	General Conditions	Yes	6
▶	Specifications	Yes	25
▶	Bid Form/Vendor Information and Acknowledgement & Cost Proposal Page	Yes	8
▶	Insurance	Yes	3
▶	Bid Reference Form	Yes	3
▶	Certification Pursuant to GML 103-g Iranian Energy Sector Divestment	Yes	2
▶	Certification of Sexual Harassment Prevention	Yes	1
▶	Disclosure Form (% portion must be filled out)	Yes	1
▶	Hold Harmless & Indemnification Agreement	Yes	1
▶	Affidavit of Compliance	Yes	1
▶	Bid Security Form		
▶	NYS Education Department (SED) Clearance/Fingerprinting	Yes	1
▶	Additional Terms & Conditions for FEMA Contracts	No	9
▶	Certification Regarding Lobbying	Yes	1
▶	W-9 Form	Yes	1
▶	Statement of "No Bid" Form	If applicable	1
▶	Bid Proposal Certification	Yes	1

Important Notice – Bid Distribution: Western Suffolk BOCES officially distributes bid documents from the Purchasing Office or through the Bid Notification System. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the BOCES Purchasing Office or the Empire State Bid Notification System at: <https://www.bidnetdirect.com/new-york> are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Western Suffolk BOCES Purchasing Office or the Empire State Bid Notification System, BOCES will not guarantee the integrity of the document. It is recommended that you obtain an official copy from the BOCES Purchasing Office or through the above referenced Bid Notification System.

Note: The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. The vendor must be in strict compliance with this requirement. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project.

The undersigned reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the Western Suffolk BOCES.



Board of Cooperative Educational Services
Second Supervisory District of Suffolk County
507 Deer Park Road
Huntington Station, New York 11746

The following Notice to Bidders is being published in the official newspapers of BOCES on **MARCH 30, 2022:**

Notice to Bidders

The Board of Cooperative Educational Services, Second Supervisory District of Suffolk County (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed bids for the following:

ART SUPPLIES & EQUIPMENT #22/23-17CP
PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB
PHYSED SUPPLIES & EQUIPMENT #22/23-19CP
CUSTODIAL EQUIPMENT & SUPPLIES #22/23-20GK

Bids will be received until **3:00 P.M., APRIL 13, 2022** at the Office of the Board of Cooperative Educational Services, Second Supervisory District of Suffolk County, 507 Deer Park Road, Huntington Station, New York 11746, at which time and place all timely bids will be publicly opened. Bid packages & addenda (as applicable) may be obtained at the same office daily from 8:45 A.M. to 4:30 P.M., except Saturdays, Sundays, and Holidays or may be retrieved at <https://www.bidnetdirect.com/newyork>

The Board of Cooperative Educational Services, Second Supervisory District of Suffolk County, reserves the right to reject any or all bids, or to accept part of any bid.

By: Lorraine Hein, CPPB
Director of Business



GENERAL CONDITIONS

Invitations to bid issued by Western Suffolk BOCES will bind successful bidders to the conditions and requirements set forth in these General Conditions and shall be an integral part of each purchase contract awarded.

I. SCOPE

- a. Sealed proposals for the furnishing, delivery, and installation where called for of services, materials, equipment and/or supplies, as per NOTICE TO BIDDERS attached hereto, will be opened and read at the offices of WESTERN SUFFOLK BOCES, 507 Deer Park Road, PO Box 8007, Huntington Station, New York at the time and date mentioned in the **NOTICE TO BIDDERS**.

II. FORM OF BID

- a. Proposals must be completely filled out on designated BID FORMS including cover sheet and non-collusion statement and submitted sealed in an envelope. Proposals, at the option of the bidders may be mailed in an envelope, to the above address, or by any other means, but must be received by the time and date specified on the bid. No postponements of bid opening will be allowed. Bids received after the time stated in Notice to Bidders will not be considered and will be returned to bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees. The bidder assumes all responsibility for having his bid deposited on time at the place specified. Telegraph, facsimile, telephone or verbal bids or amendments will not be accepted. If there are two or more bids opening on the same date, in which a prospective bidder is interested, each bid must be in a separate envelope as outlined above.
- b. The BID FORMS as well as the INSTRUCTIONS TO BIDDERS shall be an integral part of all contracts, and their provisions shall govern the performance to be rendered under the contract.
- c. Submission of a proposal will be construed as indication that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment or services required and can furnish same satisfactorily and in complete compliance with the specifications as indicated on the BID FORMS and is familiar with all the documents and terms of this bid.
- d. ***Bids shall be binding for contract award purposes for a period of sixty (60) days subsequent to the date of bid opening.*** The Board, at its discretion, may reject any Bid that fails to fully comply and conform to the INSTRUCTIONS TO BIDDERS.
- e. No alteration, erasure or addition in the typewritten or printed matter of this bid is to be made. Manufacturer's alternate or deviations from the specifications must be legibly indicated next to the item. Illegible or vague bids may be rejected. All Bid prices must be typed in or handwritten in ink. All signatures must be original and handwritten in ink. Facsimile, printed, or typewritten signatures are not acceptable.
- f. No interpretation of specifications or terms of bid will be made to any bidder orally. Every request for such interpretation must be in writing, addressed to the Purchasing Agent, and not later than five days prior to the date of the bid opening. Response, if any, of any interpretations shall be sent to all bidders of record by the Board in the form of an addendum to the bid. Such addenda shall become part of the contract documents.

III. BIDDERS OBLIGATIONS

- a. The price submitted must be net and include all transportation and delivery charges fully prepaid by the Vendor to the destination indicated in the Bid and/or on the Purchase Order provided by Western Suffolk BOCES. All prices submitted must be "per unit" and the extension(s) (if space is provided) against each item in the enclosed forms, which he proposes to furnish, deliver and install where called for. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Unit price shall be extended in decimals not fractions and shall not be extended more than **two (2)** decimal places. The words "NO BID" should be inserted alongside those items which are not bid upon. However, where an item has been discontinued by the manufacturer, it is requested that this be noted on the bid, so that the item may be deleted in the future. Where bid documents require bids for lump-sums, Bidder must bid on each item in the lump-sum group. If Bidder is not charging for an item in a group, the Bidder must indicate "no charge" or the Bid for the group may be rejected.
- b. If there should be a discrepancy between the description and manufacturer's catalog number, etc. the description shall govern. It will be the obligation of the bidder to insert the correct manufacturer's catalog number. All prices are deemed to be for new machinery, equipment, materials or supplies, of the latest model, and in current production, and ready for use unless otherwise specified in the bid solicitation.

- c. Do not use jobbers, wholesalers, catalogers, etc., catalog numbers. Use only bona fide manufacturers numbers when offering alternates; i.e. Do not use Smith Wholesale Distributors #123, rather use Jones Mfg. Co. #456. Failure to comply with this instruction may cause bid to be rejected.
- d. Whenever a particular article has been specified by a manufacturer's designation, such designation is made as a general standard for type, size and quality, and it is not intended to restrict competitive bidding. The term "or equal" is implied on all items of bid, but it is not construed to limit bidding to the manufacturers listed. When bidding on a manufacturer's alternate, the bidder must list and identify the item in the space provided with the complete catalog designation/description, not the generic term.
Also, the bidder must supply catalog cuts and/or prints showing complete specifications. Any other make may be offered if the product is equivalent. In the absence of any mention of an alternate to the standard, it will be construed that you are bidding item as specified. It shall be the responsibility of the bidder to provide sufficient detailed information to describe all such alternative equivalents with his proposal. Failure to do this will be cause for rejection. The board shall be sole judge as to acceptable equivalency.
- e. Where applicable, it will be presumed that each bidder will have inspected the site and to have examined and to be thoroughly familiar with the drawings, general requirements and specifications (including all addenda thereto) prior to bid opening. The failure and/or omission of any bidder to receive or examine any drawings, forms, instructions, or documents shall in no way relieve such bidder from any obligations in respect to his bid.
- f. No charge will be allowed for Federal, State or Municipal sales and excise taxes, from which the political subdivisions are exempt or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge which was imposed upon the Vendor. The price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
- g. As this bid reflects delivery to several locations, do not change quantity requested to higher units: i.e. if quantity is eleven (11), changing the unit to one dozen will cause bid to be rejected. If bid calls for dozens, do not bid each, but rather dozen, etc.
- h. Sales to political subdivisions are not affected by fair trade agreements (General Business Law, ch.39, Sec. 369-a, Sub. 3, L.1941)

IV. AWARD OF BID

- a. Award will be made as soon as possible after bid opening to the lowest responsible bidder meeting specifications in accordance with Section 103 of Article #5 of the General Municipal Law.
- b. The Board reserves the right to waive any informalities, irregularities, and omissions on any bid and to award bids on the basis of individual items or on total sums of pages, groups, or as a whole, or reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law at its discretion. It also reserves the right to select which of two or more identical bidders shall be awarded the item or contract.
The Board also reserves the right to increase the quantity of any item at the same unit price indicated on proposal at the time the award is made.
- c. The only notification of award that will be given will be to the successful bidder(s) in the form of a purchase order or orders for those items which were awarded to bidder. No other notice will be given to any bidder in writing nor will this information be given over the telephone.
Payments will be made as soon as possible only upon the receipt of a correct invoice in accordance with the terms of a quote or bid and after a correct signed receipt is received from the point of delivery. Partial payments on supplies and equipment only will be made providing invoice is only for those items shipped and received. Any invoice that includes an item which has not been shipped will not be paid until it is received. Payment for services will only be made upon the completion of satisfactory installation or repair unless superseded by a payment clause below. Payment of any invoice shall not preclude Western Suffolk BOCES from making a claim or adjustment on any item found not to have been in accordance with general conditions and specifications.

V. SAMPLES

- a. The Board reserves the right to require any bidder to submit a sample before the awarding of the bid to ascertain whether or not the product will be suitable for the purpose for which it is to be used and whether it meets the equivalency of the designated standard.
Requested samples must be submitted within five (5) working days of such request. Such sample will be returned after determination of an award, at bidder's expense. If samples must be sent to an independent laboratory for testing, such expense must be borne by the bidder. If after award is made based on submission of sample, it is determined delivery is not the same as said sample, complete delivery must be removed by successful bidder and correct item delivered at no cost to the BOCES. Failure to comply with request for samples may result in rejection of bid.
- b. All samples not destroyed in testing will be considered abandoned if successful bidder (at his/her own expense) does not pick up same after 10 day's notice to do so.

VI. DELIVERY

- a. Deliveries shall be made between the hours of **8:00 A.M. and 2:30 P.M. on school days only.**

- b. The BID PROPOSAL shall include the furnishing of materials as required, as well as all delivery and other transit charges. All bids are to be F.O.B. prepaid destination. Should there be any transportation charges included in the bid and such charges are accepted, they must be prepaid and added to the invoice. No deliveries are to be made on a collect basis. Where an item is leased and must be returned at the end of a contract period, all charges to do so must be borne by the successful bidder, unless these charges are so stipulated in his bid. Title for all items/systems/services shall not pass until materials, supplies, services and/or equipment have been delivered and accepted by the BOCES.
- c. All deliveries must be made as soon as possible after receipt of order unless specific dates are mentioned in BID PROPOSAL. If bidder has minimum order requirements, it must be stated on the BID FORM. All crates, machinery, etc. that weigh more than two hundred (200) lbs. must be noted on bid. Deliveries of these items will not be accepted unless the Purchasing Department of Western Suffolk BOCES is notified at least forty-eight (48) hours prior to delivery, telephone (631) 549-4900, ext. 292. All items requiring assembly shall thereupon be assembled and initially serviced.
- d. All deliveries shall be accompanied by delivery tickets or packing slips containing the following information:
- Contract/Purchase Order number;
 - Name of person to receive delivery;
 - Address of Delivery;
 - Name of article;
 - Item number;
 - Quantity;
 - Name of the successful bidder.
- Each Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition can be considered sufficient reason for refusal to accept delivery.
- e. ***All items are to be off truck, inside delivered.*** Unloading of equipment, furniture, and supplies is the responsibility of the successful bidder, and Western Suffolk BOCES accepts no responsibility for unloading. Any cost incurred due to the failure of the successful bidder to comply with this requirement will be charged to the bidder. No help for unloading will be provided by Western Suffolk BOCES, and suppliers should notify their truckers accordingly.

VII. INSTALLATION

- a. When installation is required and stated in bid, successful bidder shall furnish, deliver and install completely, unless otherwise noted, material and equipment described in the specifications with all parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts and/or accessories shall be included in the bid price.
- b. Where installation of any material and/or equipment is called for, the bidder shall have experience in the type of installation specified and shall submit proof by reference to similar installations he/she made. No physical change of floors, walls, ceilings or structure shall be made without the written consent of Western Suffolk BOCES. Any damage caused by delivery or the installation thereof shall be the responsibility of the successful bidder. All necessary insurance certificates when specified in bid specifications shall be obtained and forwarded to the Purchasing Agent. All debris shall be disposed of by the successful bidder at the end of each day, floors shall be kept free of his waste and rubbish. Upon completion of contract all boxes, crates, rubbish, debris, etc. shall be removed to the satisfaction of Western Suffolk BOCES. The successful bidder must leave the area in which he has worked broom clean.

VIII. CONTRACT

- a. The mailing of a bid and the receipt thereof by Western Suffolk BOCES shall constitute the basis for a contract and the acceptance of all the terms on this bid and any subsequent purchase order. All items awarded shall be delivered by the successful vendor in quality and price bid upon. Western Suffolk BOCES reserves the right to delete an item from this bid due to budgetary or fiscal constraints. The quantities listed herein are current requirements. However, Western Suffolk BOCES reserves the right to increase or decrease same at the unit price bid.

Western Suffolk BOCES at its discretion reserves the right to cancel an award and to order immediately from another source the replacement of any item due to non-delivery within a reasonable time or for the purpose of replacement of a rejected item, when so requested. On such emergency purchases the vendor agrees to reimburse Western Suffolk BOCES promptly for any excess costs occasioned by such purchases. Purchases of this nature will be deducted from quantities on original purchase order. Vendor does not have any recourse, should the replacement price be less than the bid price. Western Suffolk BOCES shall have the same right regarding replacement of rejected deliveries.

- b. Successful bidders must give permission where requested, for an inspection of their premises so as to inspect materials and items purchased and the manufacturer thereof. Such time of inspection will be mutually agreed upon.

- c. No contract or payment thereof, shall be assigned, transferred, or otherwise disposed of, to any other person, company or corporation, without the complete written consent of Western Suffolk BOCES.
- d. ***Failure to fulfill any portion of a contract or bid may be cause to remove a successful bidder from receiving any future bids.***

IX. PUBLIC WORKS

- a. Contractors shall comply with all provisions of the Labor Law (including minimum wages as set forth by the New York State Labor Department) and any other statutes of the State of New York where applicable.

X. GUARANTEE

- a. All items of machinery, furniture and equipment must carry the normal manufacturer's guarantee against defects (guarantee period must be stated on the BID FORM). Western Suffolk BOCES shall look to the successful bidder for this guarantee. In addition to this guarantee the contractor shall also guarantee all installations made by bidder for a period of one (1) year after completion of such installation against any and all defects which are the result of improper design, material, construction or installation, if called for. Immediately upon notification by Western Suffolk BOCES, the successful bidder shall take immediate steps to rectify by replacing or repairing or otherwise correct the defect to the satisfaction of Western Suffolk BOCES without further cost to Western Suffolk BOCES. Damage to Western Suffolk BOCES equipment caused by such improper installation shall also be borne by the successful bidder.
- b. Any item which upon delivery is determined not to meet the specifications of the bid, must be removed within five (5) days of such notification for removal. Any item left in Western Suffolk BOCES possession beyond this time will be considered abandoned and will be disposed of as its (Western Suffolk BOCES) own property.
- c. All regularly manufactured stock electrical materials, supplies and/or equipment provided must bear the label of the Underwriter's Laboratories, Inc. and be OSHA approved.

XI. TOXIC SUBSTANCES

- a. The Successful Vendor must supply information on any Items which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substance or which has yielded positive evidence of acute or chronic health hazards in human, animal, or other biological testing. Such information shall be sent to ESBOCES and shall be in conformance with New York State Law. Such information shall include: A. The name or names of the toxic substance including the generic or chemical name B. The trade name of the hazardous chemical and any other commonly used name, , if known C. The level at which exposure to the substance is determined to be hazardous, if known D. The acute and chronic effects of exposure at hazardous levels E. The symptoms of such effects F. The potential for flammability, explosion, and reactivity of such substance G. Appropriate emergency treatment H. Proper conditions for safe use and exposure to such toxic substance I. Procedures for clean-up of leaks and spills of such toxic substance
- b. ***Each Successful vendor furnishing a toxic substance as defined by Section 875 of New York State Labor Law to Western Suffolk BOCES, shall provide not less than two (2) copies of a material safety data sheet (MSDS), which shall include for each substance the information outlined in Section 876 of New York State Labor Law.*** For additional information, Chapter 551 of the Laws of New York, 1980, Article 28 (toxic substances) can be found on pages TS-1 and TS-2. MSDS's must also accompany any shipment to the individual Participants for each Item containing toxic substances.

XII. VENDOR (CONTRACTOR) AGREES TO ONLY EMPLOY ALIENS ABLE TO PROVIDE VALID PROOF OF IMMIGRATION STATUS AND PERMISSION TO WORK IN THE UNITED STATES.

STANDARD CLAUSES FOR WSBOCES CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than Western Suffolk BOCES, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the WSBOCES's previous written consent, and attempts to do so are null and void. WSBOCES retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with WSBOCES.

2. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

3. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by Western Suffolk BOCES of any Western Suffolk BOCES approved sums due and owing for work done upon the project.

5. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to Western Suffolk BOCES a non-collusive bidding certification on Contractor's behalf.

6. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by Western Suffolk BOCES. During the term of the Contract, should the Western Suffolk BOCES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Western Suffolk BOCES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Western Suffolk BOCES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Western Suffolk BOCES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

7. COMPLIANCE WITH NEW YORK STATE EDUCATION LAW §2-d UNAUTHORIZED RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION. Contractor shall comply with the provisions of the New York State Education Law §2-d Unauthorized Release of Personally Identifiable Information. (General Business Law Section 899-aa; State Technology Law Section 208).

8. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

9. SET-OFF RIGHTS. WSBOCES shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the WSBOCES's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to WSBOCES with regard to this contract, or any other contract with WSBOCES.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, State Education Department, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. WSBOCES shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Western Suffolk BOCES official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, WSBOCES's right to discovery in any pending or future litigation.

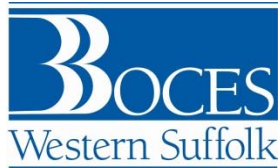
11. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

12. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Suffolk.

13. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon WSBOCES's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify WSBOCES, in writing, of each and every change of address to which service of process can be made. Service by WSBOCES to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

PLEASE DOUBLE CHECK ALL ENTRIES ON THIS BID AND ALSO ALL TERMS OF THE BID. NO DEVIATIONS FROM INSTRUCTIONS WILL BE ALLOWED.

Lorraine Hein, CPPB, Director of Business
Western Suffolk BOCES
507 Deer Park Road
PO Box 8007
Huntington Station, NY 11746-9007



Board of Cooperative Educational Services
Second Supervisory District of Suffolk County
507 Deer Park Road
Huntington Station, New York 11746

Specifications

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES BID #22/23-18E2-SI-MB

To be opened APRIL 13, 2022 at 3:00 PM

The Board of Cooperative Educational Services, Second Supervisory District of Suffolk County, hereinafter referred to as BOCES, invites sealed bids from qualified organizations and/or individuals, hereinafter referred to as vendor, to assist the BOCES in the provision of printer solutions with managed print services for Western Suffolk BOCES.

Purpose

The purpose of this bid is to contract with a qualified vendor to provide printer solutions with managed print services for Western Suffolk BOCES.

Bid Submission

Bidders must submit bids in sealed envelopes to the BOCES Purchasing Office for the furnishing and delivering, and installing where called for, of the materials, supplies and/or equipment, as required by BOCES, and as set forth in the Bid Documents at the BOCES purchasing office, 507 Deer Park Road, Huntington Station, NY 11746. The envelope shall be endorsed on its face with

- (i) the name of the person, firm, or corporation submitting a bid,
- (ii) the bid number and title of bid, and
- (iii) the date of the Bid Opening.

It is the bidder's responsibility to ensure that the bids are received in the Purchasing Office no later than the date and time of the bid opening as indicated in the Notice to Bidders. Responses received after this deadline will be returned to the bidder unopened. In the event that BOCES Purchasing Office is closed the day of the Bid Opening, the bid(s) will be opened the next business day that the BOCES Purchasing Office is open.

The Vendor Bid Documents should include the Cost Proposal Form in two formats as follows:

- 1) one (1) paper printout and
- 2) one (1) CD-or flash drive.

Requests for Clarification/Additional Information

____ Understood and Agreed
Proposer's Initials

All requests for clarification or additional information related to this bid must be submitted in writing by mail, fax, or e-mail on or before APRIL 6, 2022 to:

Ms. Lorraine Hein
Director of Business
Board of Cooperative Educational Services
Second Supervisory District of Suffolk County
507 Deer Park Road
Huntington Station, NY 11746
E-Mail: purchasing@WSBOCES.org
Voice: (631) 549-4900
Fax: (631) 623-4923

In the event BOCES provides clarification or supplemental information to this bid, any interpretations issued will be in the form of addenda to the Bid Documents. All addenda so issued shall become a part of the Bid Documents which shall be posted on website in which BOCES posts their bids, as follows: www.empirestatebidsystem.com. Any addenda sent to the Bidders shall be binding and take precedence over the section of the original Bid Document which it replaces.

BOCES assumes no responsibility for vendor's failing to receive all addenda issued.

Term of Contract

The term of this contract shall be from July 1, 2022 through June 30, 2029 with an option to extend the term of the contract for two (2) additional years in one (1)-year increments, under the same terms and conditions as mutually agreed by BOCES and the awarded vendor(s). Orders to be placed as needed. Any annual contract will end on June 30th; the annual fee will be prorated based on the month the contract begins. Any subsequent contract term will be July 1st through June 30th. All Contracts will be held firm for the duration of the Contract including any extensions agreed to by BOCES and by the Successful Vendor(s).

If in the future, the vendor is able to offer a lower, special pricing structure for the service under this contract, the vendor must review this agreement and provide the new price quote at such future date.

If the BOCES does not consider the new price fair and reasonable and in the BOCES and/or participating component school district's best interest, the award may be canceled after fifteen (15) days written notice. The vendor must complete all outstanding orders placed prior to cancellation.

All quantities are estimates. This in no way constitutes exact quantities of items to be purchased.

Bid Security

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Each bidder shall include with its bid submission a security in the form of a bid bond, bank draft, or certified check made payable to Western Suffolk BOCES for five percent (5%) of the bidder's total bid. This security will be returned to each bidder after award of contract or in the case of the awarded vendor, upon receipt of the performance security.

Award

To be considered for an award, bidders must complete all items on the Bid Form and return the attached W-9 form with the bid submission. BOCES will issue a purchase order for items/services awarded and vendor must accept same.

BOCES will use the New York State contract, Suffolk County contract, other County contract, BOCES cooperative bid pricing, or other municipality bid pricing if this option is in the best interest of the BOCES.

BOCES reserves the right to reject a materially or mathematically unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award may be made on the remaining items. The acceptance or rejection of an unbalanced bid shall be at the sole discretion of the BOCES.

BOCES will award this bid by item or item classification, or in total; whichever is in the best interest of the BOCES.

The contract, if awarded, will be to the lowest responsive, responsible bidder(s), in part or in whole, who

- (i) meet(s) the terms and conditions stated in the Bid documents,
- (ii) completes all the required forms, including the attached W-9 form and
- (iii) offers the lowest price or highest discount as indicated on the Cost Proposal Form.

BOCES guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Additionally, the BOCES reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

Usage Reports

The successful bidder must provide, upon request, usage reports detailing purchases during the bid period. Usage reports will include all items purchased and shall include the following:

- a. School District;
- b. Ship-to location;
- c. Manufacturer and product stock number;
- d. Units purchased;
- e. Unit price and extension.

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Must be a certified reseller of the equipment listed.

Pricing

If during the contract period the vendor is able to offer a lower, special pricing structure for the service under this contract, the vendor must review this agreement and provide the new price quote at such future date.

When prices to the trade are decreased, the prices of the applicable items on this contract shall be decreased accordingly. It shall be incumbent upon the vendor to notify the BOCES of such decreases immediately after they become effective.

All prices must be on the Cost Proposal Form provided. Shipping and handling are to be included in price. The proposed cost shall include all of the vendor's fees and expenses to provide all of the services identified in this bid solicitation; no additional fees or charges will be allowed.

Performance Security

Upon notification of award recommendation from the BOCES, the vendor must deliver to the BOCES an executed Performance Bond issued by a corporate surety licensed to do business in the State of New York or a cashier's check payable to Western Suffolk BOCES. The vendor shall maintain performance security in the amount equal to 100 percent (100%) of the total contract for the faithful performance of the provisions of this contract, for the payment by the vendor of all labor performed or furnished, and for the materials used in said work. The vendor shall pay all premiums.

If the vendor is a partnership, the bond shall be signed by each of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. The executed bond shall be accompanied by:

- a) Appropriate acknowledgments of the respective parties;
- b) Appropriate acknowledgments of the power-of-attorney or other certificates of authority where bond is executed by an agent officer or the representative of vendor or surety;
- c) A duly certified extract form by-laws or resolutions or surety under which power-of-attorney or other representative was issued;
- d) A duly certified copy of the latest published financial statement of assets and liabilities of the surety.

This contract shall not be in force until the vendor delivers said bond to insure faithful performance of the terms, covenants, and conditions of the contract.

Upon successful installation, implementation and written acceptance by BOCES, the performance security will be returned to the awarded vendor.

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Assignment

The awarded vendor will give its personal attention to the faithful performance of this Contract. It will not assign, transfer, convey, sublet, pledge, hypothecate, subcontract, use brokers or otherwise dispose of this Contract, or its right, title, or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any of the monies to become due and payable under this contract, unless by and with the previous written consent in writing of the BOCES endorsed upon or attached to the assignment filed in said offices.

The awarded vendor may not engage subcontractors, hire others to perform all or part of this Contract, nor otherwise delegate his obligations to perform under this contract without the prior written approval of the BOCES.

In accordance with NYS General Municipal Law §109, at no time during the duration of any Contract resulting from this Bid, shall the awarded vendor be allowed to assign any portion of this Contract to a third party without the prior written approval of the BOCES.

Cancellation

BOCES reserves the right to terminate the Contract in whole or in part, for any reason, upon 15 days written notice to the awarded vendor. If the Contract is so terminated, BOCES shall be liable only for payment in accordance with the payment provisions of the Contract for materials, supplies, equipment or services (if applicable) purchased or rendered prior to the effective date of termination.

No early cancellation or other penalties may be charged to BOCES because of its decision to exercise this right. The vendor shall indemnify the BOCES for any and all costs incurred in securing a new contract.

In the event, the successful vendor fails to deliver or provide the material, supplies, equipment and associated services (if applicable) as ordered or within the time specified, or within reasonable time as interpreted by BOCES, or fails to make replacement of rejected items when so requested immediately or as directed by BOCES, BOCES may purchase from other sources to take the place of the item rejected or not delivered or Services not provided, or fails to abide by any of the provisions of this Contract, including but not limited to, untimely performance, inadequate adherence to the schedule, or other unsatisfactory performance, such failure shall constitute a breach of Contract and may result in cancellation of the Contract by BOCES. In the event of breach, BOCES shall provide written notice to the Successful Vendor of such breach. If the Successful Vendor does not cure such breach within a ten (10) day period of such notice, BOCES reserves the right to cancel said Contract immediately. In the event of such cancellation, (i) the required materials, supplies, equipment and Services (if applicable) may be procured from other sources so that the continuity of the operations may be protected, and (ii) the cancelled Successful Vendor agrees to reimburse the BOCES promptly for any excess costs occasioned by such expenditures.

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However, should the Successful Vendor cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect.

In the event BOCES agrees, upon Successful Vendor's request, to terminate/rescind a line Item(s) or a particular Service(s) under the Contract, due to Successful Vendor's inability to provide such Item(s)/Service(s),

- (i) the required materials, supplies, equipment and Services (if applicable) may be procured from other sources so that the continuity of the operations may be protected,
- (ii) the Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such procurement,
- (iii) the Successful Vendor agrees to reimburse BOCES promptly for any additional monetary expenditures occasioned by such procurement and
- (iv) Successful Vendor must continue to fulfill all purchase orders in accordance with the Bid Documents for those Items/Services not terminated

Cancellation of award or termination of contract by BOCES for any reason may affect the Successful Vendor's participation in future bids.

Bidder/Vendor Responsibility

The following shall be the responsibility of the vendor, at no additional cost to Western Suffolk BOCES:

The vendor must have all the necessary equipment to perform the services specified in this bid.

Vendor shall submit with all deliveries of products, MSDS sheets on all applicable items listed on the purchase order. This sheet must also list the name of the vendor and Western Suffolk BOCES purchase order number. Failure to follow the above procedure may cause delay of payment.

The vendor shall be responsible for all surcharges, taxes, and other fees and assessments as part of its responsibility and shall not charge Western Suffolk BOCES for such charges, if applicable.

The vendor shall be solely responsible for complying with all applicable laws, regulations, etc., and paying the appropriate prevailing wage rates, if applicable, for the work herein. The cost of such compliance shall be borne entirely by vendor, who shall hold the BOCES harmless from any claims, demands or penalties arising from vendor's failure to comply with the above. BOCES will be held harmless from these and any decisions that pertain to the vendor's work. Refer to the web link below for current prevailing wages in Suffolk County:

<http://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm>

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Conformity

All bidders must conform to the final approved specifications. Vendor changes to bid specs and/or bid form may render a bid non-responsive and the bidder may be disqualified.

NOTE: Vendors currently on the NYS Labor Department debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the BOCES that they are currently in good standing with the NYS Department of Labor at the time of the bid.

The vendor is obligated to abide by all applicable BOCES Board policies and regulations. Refer to the web link below for the BOCES Board policies and regulations:

<http://www.wsboces.org/wp-content/uploads/Western-Suffolk-BOCES-Policies.pdf>

Tools:

When tools are included as part of this specification the following will apply:

- Tools must meet U.S. Military specification
- Tools must be covered by a full lifetime warranty.

Scope of Services

The vendor(s) will provide printer solutions with managed print services for Western Suffolk BOCES.

The vendor shall be responsible for:

- All items shall be as specified or equal to/better items defined on bid form. Any alternate/substitution shall be identified by vendor on bid form, else vendor's bid submission will be considered as specified. See General Information for further instructions regarding alternates/substitutions. Quantities are estimated and may be increased or decreased at any time.
- Delivery locations will vary within Western Suffolk BOCES.
- The burden of proof of equivalence rests with the vendor. Adequate supporting information must accompany proposed equivalents. The BOCES reserves the right to accept or reject proposed equivalents.
- Until such time as an interpretation is issued, it shall be assumed that the vendor has based his bid on providing the work in the better quality, greater quantity, or most elite manner, for work complete in every detail, even though every item necessarily involved is not particularly mentioned.

Vendor Requirements

- Deliveries are expected within fifteen (15) days of purchase order date.
- **All items are to be off truck, inside delivered.**

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General Information

- Each bid must be separate and apply only to this designated bid package;
- Each bid must be submitted under separate cover and will be considered on its own merits. Any Bid offered in combination with another designated Bid package will not be accepted, e.g. a vendor may not submit within one bid package two prices for the same item and designate such price as price #1 and price #2; vendor must submit two separate bid packages for Western Suffolk BOCES to consider each price;
- Any bid offered in combination with another designated bid package will not be accepted;
- Any deviation from any aspect of the General Conditions (i.e., denoted freight free standard) will warrant the BOCES rejection of the bid;
- A Contract, if awarded, will be on the basis of material, supplies, equipment and associated Service (if applicable) as described in the Specifications. Accordingly, in all specifications, where a manufacturer's name, catalog number, any patented article or a named system is referenced, it is to designate a standard of quality, and the words "or equal" are understood to mean equivalent or better quality. Alternate items/systems must be fully identified as such with descriptive literature to be submitted with the Bid submission. The provision of the vendor's item number is not sufficient as an item description; otherwise, bid will be construed as submitted on the item specified. If bidding on items/systems/services other than those specified, it is the responsibility of the vendor to provide the trade designation, model number, manufacturer's name, and a detailed specification of item/systems/services he proposes to furnish, which can be in the form of a catalog with the page number of the alternate item bid or samples supplied. It is understood and warranted by the bidder (unless he/she states otherwise) that all alternate bids are minimally "equal to" item specified. The Western Suffolk BOCES decision whether an alternate or substitution is in fact "equal" shall be final;
- As it pertains to items, BOCES may consider the purchase of alternate items if they are clearly identified as such and samples are supplied. All specifications and descriptions are designed to establish minimum levels of quality. In all cases where an alternate Item(s) is being bid, and the Item number is not from a catalog, a sample of the alternate Item(s) must be submitted. Samples for alternate Item(s) must be submitted either within the week prior to the Bid opening or with the Bid at the Bid opening. When the alternate Item(s) being bid is from a catalog, the Vendor must provide a copy of the catalog being referenced. When Item number is referenced from a provided catalog, a sample will not be necessary.
- Bidders who fail to supply sample of alternates, pursuant to the above, may have that line Item declared non-responsive.
- When bidding an alternate/substitute Item, the Item must be substantially equivalent in quality, must have the same warranty and must match the same strength, silhouette and shape design, etc., where applicable.
- In the event the Vendor wants to send a sample; sample Item(s) should be sent to the same address as the Bid, prior to the bid opening. Upon receipt of sample material, the equivalency of any "alternate" item(s) will be reviewed and those items found not to be equivalent will be rejected at the sole discretion of the BOCES;

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- As it pertains to items/systems, BOCES decision whether an alternate or substitution is in fact "equal" shall be final. If no alternate Items/Systems/Services are identified, the Bid will be accepted according to Specifications;
- Any Vendor who substitutes awarded Items/systems after having stated that such Items/ systems will be provided "as specified" may (1) have their Contract terminated, and (2) be liable for any expenses incurred as a result of said Contract termination;
- If the vendor is bidding on the requested Item # then the vendor need not enter anything in the "Substitution" area, enter only the price in the specified column;
- Each vendor must list their Item # in the Substitution area (if bidding an alternate) and the price for that Item # in the price column, else prices submitted will be viewed as specified, and BOCES will strictly enforce their rights;
- Vendor item numbers do not designate an alternate. All alternates must be identified in the Substitution area (i.e., different in packaging, quantity size, color manufacturer, etc.);
- **Note: Vendors are to pay particular attention to the way each item is requested to be priced.**

Example: Price \$_____ / each, or / lot, / ounce.

Varying from the requested price break down may cause that item to be deemed non-responsive;

- If a substitution is not accepted by the BOCES, the line Item and/or Bid, whichever is applicable, will be deemed non-responsive and the next lowest responsive Bid for said Items/systems shall then be reviewed for recommendation of award.;
- BOCES reserves the right to purchase items on State or County contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price .
- The non-collusive bidding certification must be filled out in its entirety and included with each Bid as required by General Municipal Law, Section 103-d. Under penalty of perjury, the Bidder certifies that:
 - A. The prices in the Bid have been arrived at by the Bidder independently and have been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids
 - B. The contents of the Bid have not been communicated by the Bidder, or, to the Bidder's best knowledge and belief, by any of its employees, or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid.
- The forms listed below must be completed and included with each Bid response and all Bidders must initial each page of these specification documents and the General Terms and Conditions portion of the Bid Documents and sign under the section entitled Section "Entire Agreement and Acknowledgement".
 - 1. Vendor Information and Acknowledgement Form (Bid Form)
 - 2. Vendor Reference Form
 - 3. Non-Collusive Bidding Certification
 - 4. Disclosure Form
 - 5. Affidavit of Compliance Form
 - 6. Iran Divestment Act Compliance Rider
 - 7. Certification of Sexual Harassment Prevention

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- 8. Hold Harmless & Indemnification Agreement
- 9. NYS Education Department (SED) Clearance/Fingerprinting
- 10. Certification Regarding Lobbying
- 11. W-9 Form
- 12. Insurance Documents (as required)
- 13. Cost Proposal Form
- 14. Any Addendums

Additional forms may be required for this Bid. It is the responsibility of the Bidder to return all required pages of this Contract.

Additionally, please indicate below if any of these areas are applicable:

Minority Owned Business
 Woman Owned Business
 Dual Owned Business
 Company is currently registered with NYS as a MWBE–Certification# _____

Company is willing to register with NYS as a MWBE (to obtain this information please go to www.nylovesmwbe.ny.gov)

The information obtained in the above has no influence on the award of this Bid.

The Successful Vendor Guarantees:

- A. Materials, supplies and equipment against defective material or workmanship and to repair or replace any damages or marring occasioned in transit
- B. To furnish liability insurance in accordance with the Bid Documents for protection in the event of damage(s) of any kind for which Successful Vendor or Successful Vendor's organization is responsible
- C. To carry insurance in accordance with the Bid Documents to protect BOCES from loss in case of accident, fire, theft, etc.
- D. Materials, supplies, equipment and Services provided pursuant to the Bid against defective workmanship for a period of one (1) year and for a period of two (2) years against defective material or in accordance with manufacturer warranty, if longer than two (2) years. The aforementioned periods begin upon delivery or commencement of work
- E. All deliveries will be equal to the accepted Bid sample if applicable
- F. All Materials, supplies and equipment(s) are standard, new, latest model of regular stock product or as required by the Bid Proposal Documents with parts regularly used for the type of materials, supplies and equipment offered, and no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. If during the guarantee period specified in section D above, defective workmanship or materials are discovered, the Successful Vendor agrees to replace the materials, supplies and equipment or the part affected without cost to BOCES. All such replacements shall continue under the guarantee of the original materials, supplies and equipment. The Successful Vendor shall make any such replacement immediately upon receiving notice from BOCES.

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No Items are to be shipped or delivered until receipt of an authorized purchase order from BOCES.

Successful Vendor may not submit an invoice prior to the fulfillment of the purchase order. Successful Vendor must submit invoice within 90 days of fulfillment of the purchase order. In the event the Successful Vendor does not submit an invoice within such 90 days, the Successful Vendor may not be considered for future awards and/or BOCES may find the Successful Vendor in breach of Contract.

Payment shall be made within sixty (60) days following the receipt of a correct, original invoice. When Items are not promptly delivered, the Successful Vendor may request BOCES to make a partial payment after more than 50% of the dollar value of the order has been received and invoiced accordingly.

The invoice must reflect Bid pricing as provided in the Cost Proposal Form, e.g., Cost Proposal Form notes (i) per hour, invoice should break down hourly, or (ii) per unit of measure, invoice should break down unit of measure in the same manner as the Cost Proposal Form. In the event pricing does not match what is provided in the Cost Proposal Form, payment may be held up until such discrepancy is resolved to the satisfaction of BOCES Accounts Payable Department.

Payment of any invoice shall not preclude BOCES from making a claim for adjustment on such invoice where the materials, supplies, equipment and Services (if applicable) provided were not in accordance with the Bid Documents.

Reservations of Rights

BOCES reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; and to waive non-material defects, irregularities, and omissions, if, in its judgment, the best interests of the BOCES will be served.

BOCES reserves the right to reject incomplete submissions. BOCES also reserves the right to reject any or all responses to this bid, request additional data or material at any time, or to cancel this bid in whole or in part.

BOCES reserves the right to reject bid proposals which are incomplete, conditional or obscure.

BOCES reserves the right to reject any bid where investigation and evaluation of the vendor's qualifications indicate that the vendor may not promptly and efficiently complete the work as per the specifications and fulfill the Bid contract.

BOCES reserves the right to reject bids that impose conditions that would modify the terms and conditions of the specifications, or limit the vendor's liability to the BOCES on the contract awarded on the basis of such bid.

BOCES reserves the right to waive any informality in the bid, or to reject any or all bids and to re-bid.

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BOCES reserves the right to award bids by item or item classification, or in total; whichever is in the best interest of the BOCES. The BOCES reserves the right to award the contract to the lowest responsible bidder on an annual basis. The BOCES reserves the right to reject all or to accept part of any bid, or not make any award at all.

Each Bid will be received with the understanding that the acceptance thereof, in writing, by BOCES to furnish any or all of the Items described therein shall constitute a Contract between the Successful Vendor and BOCES ("Contract"). The Contract shall bind the Successful Vendor to furnish and deliver at the prices and in accordance with the conditions of this Bid. BOCES reserves the right to increase or decrease the quantities of materials, supplies or equipment ordered.

If the successful vendor fails to deliver or provide the services within the time specified, or fails to abide by any of the provisions of this Contract, including but not limited to, untimely performance, inadequate adherence to the schedule, or other unsatisfactory performance, such failure shall constitute a breach of Contract. Upon such breach, BOCES shall provide written notice of intention to terminate to the Successful Vendor setting forth the reasons for such termination and if the Successful Vendor does not cure such breach within a ten (10) day period of such notice, BOCES reserves the right to terminate said Contract for default, immediately and in order to protect the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources. In the event default action is carried out, the delinquent Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such expenditures from revenue owed to the delinquent Successful Vendor or from the Performance Bond (if applicable). However, should the delinquent Successful Vendor cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect.

BOCES reserves the right to reject any bid if the vendor fails to satisfy BOCES that they are properly qualified to carry out the obligations of the contract.

At the sole discretion of BOCES, a Bid may be rejected and the Contract not awarded, to a Vendor whose performance on a previous Contract with BOCES has been determined to be unsatisfactory.

BOCES reserves the right to inspect the vendor's physical facilities prior to award.

BOCES further reserves the right to use outside vendors on an "as needed" basis, as determined by BOCES.

Reference Form

All bidders must complete and return with its bid submission the attached Reference Form to be eligible to receive an award.

Disclosure Form

All bidders, as well as any other persons who will provide services/products pursuant to this contract, must complete and submit to BOCES the Disclosure Form annexed to and

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incorporated into this contract.

Non-Appropriation

In accordance with the New York State Education Law (§1725, §1725-a, and §1950), and §109-b of the General Municipal Law, all contracts executed as a result of this bid will include standard language regarding "non-appropriation and cancellation for convenience." In the event that the BOCES must terminate a contract for non-appropriation of funds, BOCES agrees to pay all outstanding balances, plus earned interest to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

Notwithstanding anything contained in this specification to the contrary, Western Suffolk BOCES shall not be deemed in default in the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract. This contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Western Suffolk BOCES of any kind whatsoever, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In no case shall Western Suffolk BOCES be precluded from performing any statutorily or constitutionally required duties or functions or be required to pay liquidated damages.

This contract shall be deemed executory only to the extent of monies appropriated and available for the purposes of this contract, and no liability on account thereof shall be incurred by BOCES beyond the amount of such monies. This contract is not a general obligation of BOCES. The full faith and credit of BOCES is not pledged to the payment of any amount due pursuant to this contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal obligation to appropriate or make monies available for the purposes of this contract.

Conflicting Terms

If any terms contained within the General Conditions conflict with these specifications, these specifications shall govern. If any terms contained within these specifications and specific instructions, the specific instructions shall govern.

Installment Purchase Contracts

In accordance with Subdivision 6 of §109-b of General Municipal law, installment purchase contracts, this contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

Indemnification and Hold Harmless

The vendor, individual or firm agrees to defend, indemnify and hold harmless BOCES, its employees, officers, directors, employees, agents, successors and permitted assigns

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(each, a “**BOCES Indemnatee**”), from and against any and all claims, costs (including attorneys’ fees), losses, liabilities, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, claims or action or damages, costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against any BOCES Indemnatee arising out of or resulting from Vendor’s failure to comply with any of its obligations under this Specification and/or the entire contract with BOCES, claims caused in whole or in part by the negligent and/or criminal acts or omissions of the individual or firm and all employees, officers, agents or directors of the individual or firm to the extent permissible by law, arising out of operations performed or services provided by the individual or firm under this contract.

To the Maximum extent permitted by applicable law, in no event shall BOCES be liable to Vendor for any indirect, special, incidental or consequential damages including, but not limited to, damages for lost profits or loss of business arising out of or related to this agreement or the performance or breach thereof, even if BOCES has been advised of the possibility thereof.

Venue

The Bid/Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Bid/Contract will be brought and adjudicated in Supreme Court, Suffolk County.

Independent Contractor/Vendor Status

The Contractor/Vendor is an independent contractor/vendor retained only for the purpose and to the extent set forth in this contract. The Contractor/vendor shall not have employee status with BOCES and shall not be entitled to participate in its retirement program(s), workers’ compensation insurance, unemployment insurance, disability insurance, social security, or other benefits granted to BOCES employees.

Federal and State Requirements

BOCES will report payments made to the Contractor/vendor pursuant to this contract in accordance with federal and state income tax requirements. The Contractor/vendor is solely responsible for the payment of federal and state income taxes, or any other taxes, applicable to payments received under this contract.

Freedom of Information

The New York State Freedom of Information Act as set forth in Public Officers Law, Article 6, §84-90 mandates public access to government records. However, proposals submitted in response to this bid/RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder’s/Proposer’s competitive position or constitute a trade secret. Bidder’s/Proposer’s who have a good faith belief that the information submitted in their bids/proposals is protected from disclosure under the New York Freedom of Information Act must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page. **“THE BIDDER/PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION ACT.”** The BOCES and/or its

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Proposer’s Initials

component school districts assume no liability for disclosure of information so identified, provided that the BOCES and/or its component school districts have made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

It is the responsibility of the Proposer to clearly mark and identify all portions of the Proposal that, in the Proposer's opinion, contain trade secrets, confidential information, or other proprietary information. BOCES recommends the use of the legend "RFP – Confidential," "RFP – Proprietary," or words to that effect on each and every section of the Proposal for which the Proposer claims confidential, trade secret, or proprietary status. Prefacing the entire Proposal with a single confidential or proprietary statement is discouraged and may not constitute sufficient designation of trade secrets and confidential information.

BOCES shall not in any way be liable or responsible for the disclosure of any such records or Proposals, or portions thereof, if they are not clearly marked as "Trade Secret," "Confidential" or "Proprietary," or if disclosure is required by the Freedom of Information Act, or other applicable law or judicial order. If a third party challenges the trade secrets or confidential nature of certain information, it will be the responsibility of the Proposer to defend that challenge.

Certifications, Licenses, Insurances

All individuals providing services pursuant to this contract must possess, and the Contractor/Vendor hereby certifies that he/she does possess, all required certifications, licenses, and required insurances necessary to perform the services described within this contract. The Contractor/Vendor also certifies that the individual performing the services is duly qualified through experience and education. Copies of his/her background qualifications, certifications and licenses must be annexed to, and are thereby incorporated into, this bid.

Termination of Contract

The BOCES, by 15 days written notice, may terminate this contract, in whole or in part, when it is in the best interest of the BOCES. No early cancellation or other penalties may be charged to the BOCES because of its decision to exercise this right.

If this contract is so terminated, the BOCES shall be liable only for payment in accordance with the payment provisions of this contract for services or supplies rendered prior to the effective date of termination.

In the event the successful vendor(s) fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the contract, including but not limited to, untimely performance, inadequate adherence to the schedule, or other unsatisfactory performance, such failure shall constitute a breach of contract. Upon such breach, BOCES shall provide written notice of intention to terminate to the successful vendor(s) setting forth the reasons for such termination and if the successful vendor(s) does not cure such breach within a ten (10) day period of such notice the BOCES reserves the right to terminate said contract for default, and in order to protect

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the continuity of the operations, the required services may be procured from the apparent responsible second low bidder or other sources.

In the event default action is carried out, the delinquent contractor agrees to reimburse the BOCES promptly for excess costs occasioned by such expenditures from revenue owed to the original contractor or from the Performance Bond. However, if the vendor(s) cure such breach of contract and perform its obligations during such ten (10) day notice period, the contract shall continue in full force and effect.

The contractor pursuant to the provisions of Section 220 of the Labor Law, as amended, shall comply with determinations of the State Industrial Commission as to schedules of wages and supplements to be paid to all laborers, workmen and mechanics employed in connection with the work. The hourly wage rates shall not be less than the prevailing union scale at the time such labor is performed.

No proposal shall be accepted, or contract awarded, to any Contractor/Vendor whose performance on any previous contract with this or any other School District or BOCES has been determined to be unsatisfactory. The BOCES Board reserves the right to be the sole judge in this decision.

The BOCES Board may make any investigation they deem necessary to determine the ability of the vendor(s) to perform the work, and the vendor(s) shall furnish to the BOCES Board all such information and data for this purpose as the Board may request.

Choice of Law

This Bid/Contract shall be interpreted in accordance with the substantive laws of the State of New York, and any suits concerning this Bid/Contract will be brought and adjudicated in Supreme Court, Suffolk County.

Titles

The titles of the sections of this contract are solely for the convenience of the parties and are not to be used as an aid in the interpretation of the terms and conditions thereof.

Saving Clause

The Successful Vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of the Successful Vendor, and which, by the exercise of reasonable diligence, the Successful Vendor is unable to prevent.

Severability

Should any provision of this agreement, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated .

Failure to Enforce

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Proposer's Initials

BOCES' failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

Ownership of Data:

Western Suffolk BOCES is the owner of all data that is entered by Western Suffolk BOCES and/or stored in the vendor's database. All such data shall be available to Western Suffolk BOCES and upon demand/request or at the end of a contract term, the vendor shall provide all such data to Western Suffolk BOCES in a readily accessible electronic format (at a minimum CSV or XML, etc.) at no additional cost.

Specification Regarding The Unauthorized Release Of Personally Identifiable Information:

Compliance with New York State Education Law Section 2-d

BOCES is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"). This specification shall apply to any vendor who is a "third party contractor" as that term is defined in Education Law Section 2-d who receives "personally identifiable information" as that term is defined in Education Law Section 2-d regarding student, teacher or principal data as those terms are defined under Education Law Section 2-d.

The provisions of these specifications are intended to comply with Section 2-d in all respects.

ARTICLE II: PRIVACY AND SECURITY OF PII

1. Compliance with Law.

In order for Contractor to provide certain services ("Services") to Western Suffolk BOCES (the EA) pursuant to this contract; Contractor may receive PII regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

2. Authorized Use.

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.

Understood and Agreed
Proposer's Initials

3. Data Security and Privacy Plan.

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and regulations and the EA's policies. Education Law Section 2-d requires that Contractor provide the EA with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C.

4. EA's Data Security and Privacy Policy

State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with the EA's data security and privacy policy and other applicable policies.

5. Right of Review and Audit.

Upon request by the EA, Contractor shall provide the EA with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the EA's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Contractor's expense, and provide the audit report to the EA. Contractor may provide the EA with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit.

6. Contractor's Employees and Subcontractors.

- (a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially

comply with the requirements of this DPA, Contractor shall: notify the EA and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.

- (d) Contractor shall take full responsibility for the acts and omissions of its employees and subcontractors.
- (e) Contractor must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the EA of the court order or subpoena in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court order or subpoena.

7. Training.

Contractor shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

8. Termination

The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its sub-contractors retain PII or retain access to PII.

9. Data Return and Destruction of Data.

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, and Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the EA, unless such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, or expressly requested by the EA for purposes of facilitating the transfer of PII to the EA or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, Contractor shall transfer PII, in a format agreed to by the Parties to the EA.
- (b) If applicable, once the transfer of PII has been accomplished in accordance with the EA's written election to do so, Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not

allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

- (c) Contractor shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

10. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.

11. Encryption.

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

12. Breach.

- (a) Contractor shall promptly notify the EA of any Breach of PII without unreasonable delay no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the EA shall be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject the Contractor to additional penalties.
- (b) Notifications required under this paragraph must be provided to the EA at the following address:

Russell Dickson
Director of Technology
31 Lee Avenue

13. Cooperation with Investigations.

Contractor agrees that it will cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' Authorized Users, as related to such investigations, will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

14. Notification to Individuals.

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the EA for the full cost of the EA's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121.

15. Termination.

The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

1. Parent and Eligible Student Access.

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.

ARTICLE IV: MISCELLANEOUS

____ Understood and Agreed
Proposer's Initials

1. Priority of Agreements and Precedence.

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. Execution.

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

Parents' Bill of Rights

Western Suffolk BOCES respects the privacy of personally identifiable information for all students and, therefore, promulgates this Parents' Bill of Rights regarding the privacy and security of student and teacher/principal data.

1. Student data cannot be sold or released for commercial purposes
2. Parents have the right to inspect and review the complete contents of their child's education record
3. State and federal law protects the confidentiality of personally identifiable information. Western Suffolk BOCES utilizes safeguards such as encryption, firewalls, and password protection to protect personally identifiable information.
4. A list of all student data elements collected by the state is available for public review.
5. Parents have the right to have complaints addressed about possible breaches of student data.

Outside Contractors

A. When Western Suffolk BOCES enters into contracts with an outside contractor who receives confidential student data, BOCES must provide the following supplemental information for each contract:

- The exclusive purpose for which the data will be used
- How the contractor will ensure confidentiality
- What happens to the data upon the expiration of the contract
- If and how a parent can challenge the accuracy of the data collected
- Where the data will be stored and security protections taken
- Any other elements developed by the New York State Chief Privacy Officer

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Tax Law Certification Requirement

Tax Provisions: Purchases made by WESTERN SUFFOLK BOCES are not subject to state or local sales taxes or federal excise taxes.

To satisfy the requirements of the New York State sales tax, either the purchase order issued by an agency or institution of New York State for supplies or equipment or the voucher forwarded to authorize payment for such supplies and equipment will be sufficient evidence that the sale by a contractor or vendor was made to the State of New York, an exempt organization under Section 1116(a) (1) of the tax law.

Exemption certificates for federal excise taxes will be furnished upon request.

No person, firm, or corporation is, however, exempt from paying the New York State truck mileage and Unemployment Insurance or the federal social security taxes.

Effective April 28, 2006, Laws 2004, Chapter 60, Part N Tax Law, Section 5-a, as amended, became effective and applies to contracts resulting from solicitations to purchase products or services issued by covered agencies for contracts valued in excess of \$100,000.

The law requires that vendors, prior to approval of contracts valued at more than \$100,000, certify that they, their affiliates, subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes if the vendors, affiliates, subcontractors and the affiliates of their subcontractors have 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 quarterly periods ending on the last day of February, May, August, and November which immediately preceded the quarterly period in which this certification is made.

Vendors must also certify to the contracting covered agency, at specified intervals during the terms of multi-year contracts and those contracts subject to renewal upon expiration of an initial or renewal term that they, as well as their affiliates and subcontractors making sales delivered within New York State, have a valid certificate of authority to collect New York State and local sales and compensating use taxes.

Proposed Vendors to New York State are hereby notified that provisions to meet the statutory requirements will be contained in all Bid Documents for products and services valued in excess of \$100,000. Proposed Vendors will be required to affirm, immediately upon request by the Office of General Services if affirmation is not contained in the Bid Documents, that proposed Vendors, and to the best of their ability that their affiliates, subcontractors and subcontractors' affiliates are duly registered with the Tax Department and hold a valid certificate of authority.

The Tax Department is prepared to answer all questions relating to implementation of the new law. Please refer to the Tax web site for detailed information:

http://www.nystax.gov/sbc/nys_contractors.htm. The Tax Department may also be reached at 1-800-698-2931 for additional clarification.

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Partial Invalidity

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Misspelled Words

Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

Entire Agreement

The vendor’s bid submission and these bid specifications and documents attached or referenced hereunder shall constitute the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. No additional terms and conditions shall be accepted unless added as Addenda by the BOCES and at the sole discretion of the BOCES.

Acknowledgement

Vendor has read and understood all of the requirements listed above and agrees to abide by them. Vendor will maintain the security and confidentiality of any BOCES records entrusted to Vendor as set forth above.

The Vendor must acknowledge receipt of any Amendments to this solicitation in the space indicated below, and with the understanding that except to the extent specifically set forth in the Amendments, the remaining terms of the Solicitation will remain the same.

Name and Signature Requirements for Contracts

The correct legal business name of the Vendor must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) shall not be used when the legal name is different. Corporations must have names that comply with the laws of the state and/or federal jurisdictions in which they conduct business.

Acknowledgement of Procurement Solicitation Amendments

The undersigned acknowledges receipt of the following amendments or addenda to the Solicitation and acknowledges its understanding that except to the extent specifically set forth in these Amendments, the remaining terms of the Solicitation will be the same:

Amendment(s)(1 through ___): Date: _____

Vendor Name:
Authorized Signature:
Name of Authorized Signer:
Date:

____ Understood and Agreed
Proposer’s Initials

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation. By signing this solicitation document, the vendor hereby certifies that they are not barred from submitting a proposal. The undersigned acknowledges and agrees that all of the Terms and Conditions contained in Terms and Conditions Section of this Solicitation will be applicable to the Contract that results from a subsequent award. By signing this Acknowledgement, the Vendor hereby agrees that it has fully read and understood all language included and will comply with all requirements, terms and conditions, and regulations referenced in this Solicitation.

If vendor chooses not to sign this page, awards will not be recommended to Proposer's/vendor's firm for equipment items or services. If this page is signed and it is determined that the Proposer's/vendor's firm was unable to provide the equipment items or services, Proposer/vendor may be deemed non-responsive.

Proposer's Authorized Signature: _____, _____
Proposer Signature Proposer Signatory Title

____ Understood and Agreed
Proposer's Initials



Board of Cooperative Educational Services
Second Supervisory District of Suffolk County
507 Deer Park Road
Huntington Station, New York 11746

Vendor Information and Acknowledgement Form

Pursuant to advertisement for the Board of Cooperative Educational Services, Second Supervisory District of Suffolk County, requesting bids for:

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB

to be opened on APRIL 13, 2022 at 3:00 PM., the undersigned, as a duly authorized representative of the vendor, hereby proposes to furnish such services, materials, supplies, and equipment as required by the General Conditions and Specifications contained within the bid documents at the prices indicated on the Cost Proposal Form in accordance with the attached specifications at the price(s) shown. All prices are to be net delivered prices and are to include no taxes.

Company Name (as appears on w-9) Street Address

City State Zip Code

Telephone () Fax () E-mail

Signature Date

Print Name Title

Bank Name: ACH Routing #

Account Name: Type of Account

E-mail Address for ACH Payment Notification:

Vendor Acknowledgement

Vendor, by checking and signing below, confirms that he/she has read and understands and will comply with the terms, conditions and specifications/scope of this Bid and any addenda, if issued. NOTE: By signing and submitting this bid for consideration by the Western Suffolk BOCES, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

Yes [] No []

Signature

**Western Suffolk BOCES
PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES
#22/23-18E2-SI-MB**

REQUEST FOR FLEET REPLACEMENT TOGETHER WITH A MANAGED PRINT SERVICE PROPOSAL

1) Western Suffolk BOCES (WSBOCES) hereby requests vendors to propose a fleet replacement AND a managed print service contract TOGETHER; to maintain said fleet of black and white laser and color printers.

2) The term of this contract shall be from July 1, 2022 through June 30, 2029 with an option to extend for an additional two year period.

Implementation deadline

Service will start on July 1, 2022 (providing WSBOCES Board approves bid award)

Special Instructions:

Standard requirements are those that must be met by all vendors .
All other requirements will require a Yes or No answers and additional comments where appropriate.

STANDARD FEATURES REQUIRED

Printers must work with the existing Windows Server 2012 and above, Windows 10, Virtual Desktop Infrastructure from VMWare and version 10.13.6 and above of Mac Computers.

Installation and setup must be discussed with and agreeable to WSBOCES (ITS team)

Printers must be duplex and PPM equal to or greater than current models they are replacing.

All printers must come with a bypass tray to handle labels, envelopes.

Tray Size:

Color printers must come with a standard tray holding at least 250 pages of 8.5x11 paper.

Black and White printers must come with a standard tray holding at least 500 pages of 8.5x11 paper.

Be able to send WSBOCES (ITS team) a list of printer's MAC address, Serial Number and building location; at least 2 days prior to scheduled date of installation for that building, so that WSBOCES (ITS team) can pre-load the network info of the printers and speed up installation process.

WSBOCES reserves the right to modify printer fleet during the contract: i.e. remove printers, add new printers - This includes the ability to purchase printers from other vendors if the awarded vendor will not match the price offered by others. The awarded vendor shall add these printers, bought from other vendors, to the service contract and maintain them.

WSBOCES staff will be required to change toners and nothing else. All other maintenance tasks will be provided by the vendor. i.e.fusers, feeding rollers, maintenance kit, drums, waste unit, iu unit...).

WSBOCES staff will be responsible for reporting printer messages to the vendor. Vendor will need to arrange for part and service to be done.

**Western Suffolk BOCES
 PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES
 #22/23-18E2-SI-MB**

Semi-annual billings will be sent directly to Accounts Payable for the building locations listed below:

1. Central Admin - 507 Deer Park Road, PO. Box 8007 , Huntington Station NY 11746
2. Central Admin-Accounts Payable - 507 Deer Park Road, PO. Box 8007, Huntington Station, NY 11746
3. Wilson Tech Republic - 885 Broadhollow Road, E. Farmingdale, NY 11735
4. Brennan HS, 550 Mount Ave, N. Babylon, NY 11703
5. Brennan MS, 550 Mount Ave, N. Babylon, NY 11703
6. Brennan ASPIRE, 550 Mount Ave, N. Babylon, NY 11703
7. JEA Alternative, 31 Lee Ave, Wheatley Heights, NY 11798
8. JEA Elementary, 762 Deer Park Road, Dix Hills, NY 11746 including:
 Lincoln Elementary 330 Park Ave., Deer Park, NY 11729
9. JEA Jr/Sr 35 Carmen Road , Dix Hills NY 11746
10. Manor Plains-CTE, 200 Little Plains Road, Huntington, NY 11743
11. Manor Plains-Spec Ed, 200 Little Plains Road, Huntington, NY 11743
12. M&O 762 Deer Park Road, Dix Hills NY 11746
13. Boces C/O South Oaks, Valentine Building 33, Amityville, NY 11701
14. Boces C/O Sagamore, 197 Half Hollow Road, Dix Hills, NY 11746
15. Wilson Tech Dix Hills, 17 Westminster Ave, Dix Hills, NY 11746
16. Wilson Tech Northport, 152 Laurel Hill Road, Northport NY 11768
17. DISS 31 Lee Ave, Wheatley Heights, NY 11798
18. ITS, 31 Lee Ave , Wheatley Heights, NY 11798
19. Caleb Smith State Park, 810 Meadow Road, Smithtown, NY 11787 including:
 Sunken Meadow State Park, Parking Field #5, Kings Park NY 11754
 Connetquot State Park, Oakdale, NY 11769
20. ALC, 31 Lee Ave, Wheatley Heights, NY 11798
21. Itinerant, 31 Lee Ave, Wheatley Heights, NY 11798

NOTE: This is NOT a Final set of printer location maps. They are meant to give the range and scope of where printers will be deployed. We might choose to reduce or increase the number of printers in different areas.

CURRENT MODEL #	ANNUAL B/W QTY	ANNUAL COLOR QTY	QTY	Service Cost Per page b/w and color	Cost of Printer /each and Total
Xerox Color Phaser 6600 up to 36 PPM single, up to 24 PPM two-sided	922344	468017	320		
Xerox Color Workcentre 6605 MFP up to 36 PPM single, up to 24 PPM two-sided	20019	17234	4		
Xerox Color Phaser 6700 (was replacement for 6600) up to 47 PPM	1333	2504	1		
Xerox Color VersaLink C400 up to 36 PPM single, up to 24 PPM two-sided	48246	52034	45		

**Western Suffolk BOCES
 PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES
 #22/23-18E2-SI-MB**

CURRENT MODEL #	ANNUAL B/W QTY	ANNUAL COLOR QTY	QTY	Service Cost Per page b/w and color	Cost of Printer /each and Total
Xerox B/W Phaser 3610 up to 47 PPM single, up to 29 PPM two-sided	972989		137		
Xerox B/W Workcentre 3325 MFP up to 37 PPM	38347		4		
Xerox B/W Workcentre 3615 MFP (was replacement for 3325) up to 35 PPM single, up to 17 PPM two-sided	25		1		
Xerox B/W Workcentre 3335 MFP up to 35 PPM single, up to 17 PPM two-sided	39103		9		
HP B/W Laserjet 601 up to 45 PPM MICR TONER	4814		1		
HP B/W Laserjet 601 up to 45 PPM (ability to properly handle envelopes)	235799		12		
HP B/W Laserjet 604 up to 52 PPM (ability to properly handle envelopes)	44553		2		
TOTAL	2327572	539789	536		

HP B/W Laserjet 806 wide-format vendor will add this existing printer to contract for toner replenishment and any needed servicing	679		1		
--	-----	--	---	--	--

Additional Printer Trays				
75-sheet envelope feeder tray (currently on HP600 series)			2	
color trays (currently on Xerox 6600)			9	
color trays (currently on Xerox 6605)			1	
b/w trays (currently on Xerox 3610)			57	
b/w trays (currently on HP 600 series)			23	

SERVICE REFERENCES

Where is Service Center Located? _____
 How many service technicians? _____
 How many machines assigned to a technician? _____

**Western Suffolk BOCES
 PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES
 #22/23-18E2-SI-MB**

(Please check appropriate columns to provide whether you can meet the requirements)

BUSINESS REQUIREMENTS

	YES	NO	COMMENTS
Vendor must provide an environmental/recycle impact letter when removing existing printers.			
Vendor will not subcontract out service/repair work to 3rd party providers.			

CUSTOMER REFERENCES

Vendor must provide Large-scale customers (with approx. 1600 desktop users) in service for 3+ years; must be current customer within last 2 years
 Please provide 3 references in space below.

Vendor Name	Address	Telephone Number	No. of Machines	Contact Person

EQUIPMENT REQUIREMENTS

	YES	NO	COMMENTS
Equipment must be able to log usage from printing, by users or by printers			
Centralized web-based accounting software to provide usage reports			
Centralized admin panel to set up users to control b/w, color printing and total pages per month			
All proposed equipment must be new - no certified remanufactured as new equipment			
Postscript driver - provide pricing separately for this feature, if not included			
PCL driver - provide pricing separately for this feature, if not included			
The printers are to be networked			

**Western Suffolk BOCES
 PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES
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EQUIPMENT REQUIREMENTS			
	YES	NO	COMMENTS
Printer models must have the ability of wireless printing from Chromebooks or I pads that are utilizing Chrome browser. The majority of our fleet consists of color printers. If not completely Yes, Explain.			
Are Additional Printer Paper Trays expandable for Legal Paper size? Or are different size Printer Paper Trays needed to be ordered for Legal Paper size?			
Additional Vendor Requirements	YES	NO	COMMENTS
			SERVICE AND SUPPLIES
Will vendor be able to add existing HP806 wide format printer to contract for toner and servicing?			
Vendor must supply any and all parts and supplies to maintain equipment in condition necessary to produce quality prints for full length of contract.			
Response time - service agreement shall include full service with a 1 hour call back and a 4 hour max target response time to site.			
Credits for bad impressions or test impressions used during a service call shall be credited on each semi-annual invoice.			
Vendor must perform manufacturers' recommended preventive maintenance repairs and services on recommended schedule.			
Vendor must provide device monitoring - includes low toner shipment (toner replacement costs to be included in service agreement and bid response)			
Provide procedure or resolution to solve complex or recurring problems i.e. if a machine keeps jamming , vendor should investigate the root cause to provide proper corrective action.			
Vendor will update all equipment with security patches, software updates as recommended by manufacturers			
Vendor will maintain a minimum average rate of 95% up time per machine per calendar quarter. The average uptime rate is based upon the number of business days per calendar quarter, excluding holidays. Except for preventive maintenance, software upgrades, or end user's negligence, all service calls will be included in the uptime analysis.			
Replaced equipment will not require new contract terms for that equipment.			

**Western Suffolk BOCES
 PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES
 #22/23-18E2-SI-MB**

Additional Vendor Requirements (Continued)	YES	NO	COMMENTS
			SERVICE AND SUPPLIES
Vendor will not charge shipping fees for parts and consumables			
Vendor will provide to the WSBOCES designated representative, a service call report per location, listing dates/times of all service calls, problem descriptions and resolution records showing completion dates. This report shall be provided monthly.			
Vendor will provide upon request from WSBOCES a service history and equipment performance for the life of the contract.			
Vendor will agree to meet with WSBOCES designated representative quarterly to review service call reports. We will make sole decision on replacing Units with recurring issues or poor performance to be replaced with similar equipment repaired to manufacturer's specifications.			
Full product replacement at customer's request			
Fixed pricing per copy including overage for term of contract			
Automatic replacement of supplies based on usage			
Additional charge for training/recurring training			
Additional charge for network installation			
Additional charge for software upgrades			
Default all printers to NO Duplex and B/W printing			
Require ability to increase memory on printers for MAC classrooms and other			
Installation to begin no earlier than 7/1/22 and end no later than 8/15/22. Installation will consist of only one building site per day and a maximum of 50 printers per day.			
Vendor will provide storage for printers prior to their installations			
Vendor will transport old replaced printers to a designated WSBOCES site if current printer replacement building has no room to store them			
Option- would Vendor take away old printers? If so, how much would be paid to us? 3/4 of fleet are 8 years old. Rest of fleet were purchased variously throughout the 8 years			

Western Suffolk BOCES
PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES
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Current b/w printer management service - billed at .0064	
Current color printer management service - billed at .074	
Current MICR printer management service - billed at .0175	
Current B/W MFP printer management service - billed at .011	



Insurance Certification

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB

Your insurance representative must complete the form below in order to be considered for the award of this bid, and it is important that you complete the *Bidder's Acknowledgment* section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____
Insurance Representative

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, Western Suffolk BOCES may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____
Bidder's Signature



Insurance Certification

1. The vendor hereby agrees to effectuate the naming of Western Suffolk BOCES, its Board members, and employees as an unrestricted additional insured on the vendor's insurance policies, with the exception of workers' compensation, with no responsibility for payment of premium by Western Suffolk BOCES.
2. The vendor's policies will:
 - Be an occurrence form of insurance policy from an A.M. Best rated "A" "secured" or better and licensed to conduct insurance business in New York State. Insurers otherwise authorized to conduct business in New York may be accepted at Western Suffolk BOCES' discretion;
 - Provide for 30 days' notice of cancellation;
 - State that the insured's coverage will be primary and non-contributory coverage for Western Suffolk BOCES, its Board, employees and volunteers;
 - Name Western Suffolk BOCES as an additional insured by using ISO endorsement CG 2026, CG 20 10 11 85, its equivalent or broader. ISO endorsement CG 2026, CG 2010 11 85 or equivalent must accompany certificate and reflect that BOCES has been added to the policy by endorsement. Example of equivalent ISO additional insured endorsements include using both CG 20 33 10 01 and CG 20 37 10 01 together. The certificate of insurance must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance. **Additional insured status must be provided for both on-going AND completed operations and the vendor agrees to provide endorsement(s) for both if the CG 20 10 11 85 is not used.**
3. The vendor agrees to indemnify and save harmless Western Suffolk BOCES from all cost, expense, or liability to the fullest extent permitted by law arising out of the operations performed hereunder including, without limitation of, the foregoing acts of the vendor's employees. In addition, the vendor agrees to indemnify Western Suffolk BOCES for any applicable deductibles. To the fullest extent permitted by law, the vendor shall defend, indemnify and hold harmless Western Suffolk BOCES for any liability, loss, or other claim for damages for death, bodily injury or property damage arising out of performance of the work by the contractor or any agent, servant, employee, subcontractor or supplier of the contractor. In addition, the contractor agrees to indemnify Western Suffolk BOCES for any applicable deductibles and self-insured retentions.
4. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing) that are covered by the liability policies.

- i. Bodily/Personal Injury: \$1,000,000 per occurrence
- ii. Property Damage: \$1,000,000 per occurrence

- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Benefits Insurance for all covered employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board on form C-105-2 & NYS Disability form DB-120.1.
 - **Owners Contractors Insurance Protection** (For contracts in excess of \$200,000)
 - i. \$1,000,000 per occurrence/\$2,000,000 aggregate with the district as the named insured
 - **Excess Insurance**
\$3,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
5. Excess liability limits over and above the preceding are recommended.
 6. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
 7. If subcontracting is permitted in the bid specifications, the vendor will ensure compliance of these requirements by all subcontractors employed by the vendor and the subcontractor must provide evidence of same.
 8. The vendor agrees that Western Suffolk BOCES will not be responsible for any loss or damage whatsoever to property of the vendor or subcontractor.
 9. Western Suffolk BOCES will be the sole judge in determining the acceptability of insurance requirements.

The vendor acknowledges that failure to obtain such insurance on behalf of Western Suffolk BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to Western Suffolk BOCES. The vendor will provide Western Suffolk BOCES with a certificate of insurance, evidencing the above requirements have been met prior to the commencement of work. The failure of Western Suffolk BOCES to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by Western Suffolk BOCES.

Both of the above documents must be submitted (where they will remain on file) to the following address prior to the beginning of service:

Purchasing Department
Western Suffolk BOCES
507 Deer Park Road
PO Box 8007
Huntington Station, NY 11746

Signature: _____

Print Name: _____

Title: _____

Company: _____



Reference Form

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB

Please list five (5) references that your firm has serviced in a manner similar in size and scope to the specifications contained in this proposal package. References are part of the proposal submission and failure to supply these references may result in the rejection of your proposal.

1. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone and E-mail: _____
Date(s) of Service: _____

2. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone and E-mail: _____
Date(s) of Service: _____

3. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone and E-mail: _____
Date(s) of Service: _____

4. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone and E-mail: _____
Date(s) of Service: _____

5. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone and E-mail: _____
Date(s) of Service: _____

Has your firm, in its current or any previous names, ever been declared a non-responsible Proposer?

No Yes If yes, please explain below.

▪ How many years have you been in business as a contractor under your present name?

▪ To be answered in case of partnership:

a. Date of Partnership: _____

b. Give address where partnership maintains its principal office:

c. Name and Address of each partner: _____

d. Extent of financial interest of each partner: _____

To be answered in case of corporation:

- a. Date when organized: _____
- b. Incorporated under the laws of what state: _____
- c. Is corporation now duly existing? _____
- d. List all Officers and Directors and their position for the year last:

- Have you ever failed to complete any contract awarded to you? _____
If so, when where and why? _____

- Have liens or lawsuits of any kind ever been filed against you or any officer, director or partner of your organization, arising out of any of your contracts: _____
If so, give details: _____

- List Surety Companies (Bonding Companies) which have heretofore bonded you, and the name and amount of contract, within the last ten (10) years:



**CERTIFICATION PURSUANT TO
GML 103-g IRANIAN ENERGY SECTOR DIVESTMENT**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph

(b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should BOCES receive information that a person is in violation of the above-referenced certification, BOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then BOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

BOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Certification of Sexual Harassment Prevention In the Workplace Policy
and Annual Sexual Harassment Prevention Training of All Employees
Pursuant to NYS Finance Law §139-1

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section Two Hundred One-g of the Labor Law (NY Labor Law §201-g).

A bid shall not be considered for award nor shall any award be made to a bidder who has not complied with the certification requirement of NYS Finance Law §139-1(1); provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

Any bid hereafter made by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by NYS Finance Law §139-1 (1), shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Certified under penalty of perjury:

Signature: _____

Print Name: _____

Title: _____



Disclosure Form

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB

This form must be completed by vendors providing services/materials to BOCES including, but not limited to, individuals, corporations, and partnerships. If this form is being completed in anticipation of a possible bid award, each bidder must complete this form and include it with the bid submission.

1. Are you a family member of any WSBOCES employee? **Yes** ___ **No** ___
2. Is any WSBOCES employee a member or employee of your organization? **Yes** ___ **No** ___
3. Is any WSBOCES employee an officer, director, or employee of your corporation? **Yes** ___ **No** ___
4. Does any WSBOCES employee directly or indirectly control stock in your corporation? **Yes** ___ **No** ___

If you answered "Yes" to any of the above questions, please indicate the employee's name and position with WSBOCES.

Name of WSBOCES Employee	Position with WSBOCES

Please list all officers, directors, and principals (such as owners & partners) of the vendor. Shareholders owning or controlling five percent (5%) or more of the outstanding stock **must** be listed & percentage of control **must** be indicated.

Name	Title	Percentage
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned affirms that the above information is true to the best of his/her knowledge and understands that any false statement constitutes a violation of the Penal Law and/or General Municipal Law, as applicable.

Firm Name _____

Signature _____ Date _____

Print Name _____ Title _____



Board of Cooperative Educational Services
Second Supervisory District of Suffolk County
507 Deer Park Road
Huntington Station, New York 11746

Hold Harmless & Indemnification Agreement WESTERN SUFFOLK BOCES

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB

Individual/Firm

The above named individual or firm does hereby agree to defend, indemnify and hold harmless WESTERN Suffolk BOCES, its employees, respective officers, directors, employees, agents, successors and permitted assigns (each, a “**BOCES Indemnitee**”), from and against any and all claims, costs (including attorneys’ fees), losses, liabilities, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, claims or action or damages, costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against any BOCES Indemnitee arising out of or resulting from the individual or firm’s failure to comply with any of its obligations under this Specification and/or the entire contract agreement with BOCES, claims caused in whole or in part by the negligent and/or criminal acts or omissions of the individual or firm and all employees, officers, agents or directors of the individual or firm to the extent permissible by law, arising out of operations performed or services provided by

_____ under this contract.

Individual/Firm

Authorized Signature

Print Name

Date



Affidavit of Compliance

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB

STATE OF

COUNTY OF

_____, being duly sworn, deposes and says:

- 1) That (s)he is an officer or representative of _____ and that (s)he has the authority to sign this affidavit.
2) This affidavit is offered as an inducement to Western Suffolk BOCES to award such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with Western Suffolk BOCES policy.
3) That no Officer, Employee or Stockholder of the above referenced vendor is an Employee, in any position, Administrator or Board Member, at Western Suffolk BOCES.

Signed

Date

Sworn to before me this _____
Day of _____, 2022.

Notary Public

(SEAL OF THE CORPORATION)

Title



BID SECURITY

Each bidder shall include with its bid submission a security in the form of a bid bond, bank draft, or certified check made payable to Western Suffolk BOCES for five percent (5%) of the bidder's total bid. This security will be returned to each bidder after award of contract or in the case of the awarded vendor, upon receipt of the performance security.

BIDDER

SIGNATURE

For Purchasing Department Use Only

Type: _____ Number: _____

Issued by: _____

Amount: _____ Bid Opening Date: _____



NYS Education Department (SED) Clearance/Fingerprinting

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB

This form must be completed by vendors providing services/materials to BOCES including, but not limited to, individuals, corporations, and partnerships. If this form is being completed in anticipation of a possible proposal award, each Proposer must complete this form and include it with the proposal submission.

Effective July 1, 2001, NYS Education Law, as amended by Chapter 180 of the Laws of 2000 and Part 87 of the Commissioner's Regulations, requires the Commissioner of Education to request a fingerprint-supported criminal history background check for prospective school district, charter school, and WSBOCES employees who do not hold a valid clearance for employment. The legislation further authorizes the Commissioner to review the information for the purpose of issuing a clearance for employment. The term "employee" is defined, for this section only, as any individual who will reasonably be expected by WSBOCES to provide services that involve direct contact, meaning face-to-face communication or interaction, with students under the age of twenty-one (21) and who is either:

- seeking a compensated position with WSBOCES and is not currently employed by WSBOCES or a student enrolled in the instructional program of a grade level in WSBOCES; or
- an employee of a provider of contracted services to WSBOCES who is to be placed within WSBOCES; or
- a worker who is to be placed within WSBOCES under a public assistance employment program pursuant to Title 9-B of Article 5 of the NYS Social Services Law, directly or through contract.

The individual providing services pursuant to this contract:

Check One	
<input type="checkbox"/>	<i>Will</i> involve direct contact* with students under the age of twenty-one (21) on <i>more</i> than five (5) occasions in the school year in which services are to be performed; therefore, SED clearance and fingerprinting of the individual is required. The Contractor shall contact the WSBOCES Department of Personnel to schedule an appointment to initiate the clearance/fingerprinting process.
<input type="checkbox"/>	<i>Will</i> involve direct contact* with students under the age of twenty-one (21) on less than five (5) occasions in the school year in which services are to be performed but will be supervised by regular WSBOCES/district staff on site and parents offsite. SED clearance and fingerprinting of the individual is not required.
<input type="checkbox"/>	<i>Will not</i> involve direct contact* with students. SED clearance and fingerprinting of the individual is not required.

*Direct contact shall be defined as anyone working on any Western Suffolk BOCES site(s) and/or any Western Suffolk BOCES component district site(s) shall be considered in direct contact with students.

The undersigned affirms that the above information is true to the best of his/her knowledge and understands that any false statement constitutes a violation of the Penal Law and/or General Municipal Law, as applicable.

Firm Name _____

Signature _____ Date _____

Print Name _____ Title _____

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

To be added as an Addendum to any applicable contracts entered into by Western Suffolk Boces

I. REMEDIES

Any contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A). These stipulations must be included in the contract language.

II. TERMINATION FOR CAUSE AND CONVENIENCE

Any contract entered into pursuant to a Bid/RFP may be terminated at any time during the term of the contract by Western Suffolk Boces through notification in writing to the other party via certified mail of the desire to cancel. Such notice shall be serviced not less than thirty (30) days prior to the desired termination date.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Western Suffolk Boces (herein after also referred to as “applicant”) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

IV. COMPLIANCE WITH THE DAVIS-BACON ACT (NOT APPLICABLE TO CONTRACTS USING PUBLIC ASSISTANCE FUNDING)

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

V. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT (NOT APPLICABLE TO CONTRACTS USING PUBLIC ASSISTANCE FUNDING)

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

VI. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Note: This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* Western Suffolk Boces shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VII. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Note: This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Western Suffolk Boces and understands and agrees that Western Suffolk Boces will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Western Suffolk Boces and understands and agrees that Western Suffolk Boces will, in turn, report each violation as

required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

VIII. SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by Western Suffolk Boces. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Western Suffolk Boces, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IX. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached to this document).

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

X. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XI. ACCESS TO RECORDS.

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Western Suffolk Boces, the contracted Department of Western Suffolk Boces, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Western Suffolk Boces and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XII. CHANGE CLAUSE

Any changes will be subject to the policies and procedures included in the Western Suffolk Boces Purchasing Policy and Procedure Manual.

Change orders are not subject to competitive bidding requirements because they are not viewed as new procurements. The County is allowed to modify contracts without competition “so long as such modification does not alter the essential identity or the main purpose of the contract.”

While it is not unusual to have deductive change orders, change orders usually increase the cost of the contract. Individual change orders and aggregated change orders that remain below 10% of the value of the contract or \$20,000, whichever is less, do not require approval from the Legislature. The department head that is responsible for the project will have the authority to approve Change Orders under this threshold.

If additional funding is required to allow additive change orders on contract, then a corresponding budget or capital project amendment should be processed by the department responsible for the contract. The department head must identify the source of the additional funds and obtain approval from both the County Treasurer and the County Legislature for the appropriate budget and/or capital project amendment.

Projects exceeding \$200,000 should include a 10% contingency when projects are budgeted. Therefore, any change orders with an aggregate total of more than 10% of the initial contract cost, or \$20,000, will require approval the Treasurer and the County Legislator in the form of a resolution approving both the change order and a budget amendment funding the additional work.

Change orders exceeding the aggregate amount of 10% of the value of the contract or \$20,000, whichever is less, may be approved post facto by the Legislature only when funds are available in the budget or the capital project and the delay in the approval of the change order would materially affect the outcome of the project schedule or overall budget. When change orders fall into this category, the Legislature must be notified immediately of the change order and the upcoming resolution to approve said change order.

Change orders may not be included on pay requests from contractors or vendors until they have been approved in compliance with the policy as described above.

XIII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XIV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XV. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

XVI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XVII. CONTRADICTION OF TERMS AND CONDITIONS

In the event that any terms of this addendum contradict any terms or conditions of the main body of the contract, the more restriction terms and conditions shall apply.`

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractors who apply or bid for an award of \$100,000 or more shall file the following certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Statement of "No Bid" Form

PRINTER SOLUTIONS WITH MANAGED PRINT SERVICES #22/23-18E2-SI-MB

To be received not later than 3 PM on APRIL 13, 2022

Company Name: _____

Authorized Signature: _____

We have elected not to submit a request for letter of interest due to the following reason(s):

Insufficient Time to Respond _____

Do Not Offer This Product/Service _____

Unable To Meet Specifications _____

Unable To Meet Service Requirements _____

Workload Does Not Allow Us to Bid _____

Specifications Unclear or Too Restrictive _____

Other (Please Specify) _____

Please Return To:

Western Suffolk BOCES
Purchasing Office
PO Box 8007
507 Deer Park Road
Huntington Station, NY 11746-9007



WESTERN SUFFOLK BOCES
 507 Deer Park Road
 PO Box 8007
 Huntington Station, NY 11746-9007

TITLE: **PRINTER SOLUTIONS WITH MANAGED PRINT**

BID# **22/23-18E2-SI-M**

OPENING DATE **4/13/2022**

TIME: **3:00 PM**

NON-COLLUSIVE BIDDING CERTIFICATION

I. GENERAL BID CERTIFICATION

The undersigned bidder affirms and declares that he has carefully examined the advertised invitation for bids, the terms and conditions (indicated in subparagraph IV below), and detailed specifications and certifies that this bid is signed with full knowledge and acceptance of all the provisions thereof.

II. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-D of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: non-collusive bidding certification.

- (a) 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 knowledge and belief:
- (b) 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;
- (c) 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
- (d) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (b), (c) and (d) above have not been complied with; (e) provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement, which sets forth in detail the reasons therefore. Where (a), (b), (c) and (d) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency, or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

III. The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph II (c).

IV. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

V. The bidder certifies that no member of the Board of Cooperative Educational Services nor any employee or officer thereof is directly or indirectly interested in this bid.

Company: (Business Name of Bidder) _____

Address: _____

Name: (Print or Type Name of Signee) _____ Title: _____

Authorized Signature _____

RESOLUTION FOR CORPORATE BIDDERS ONLY

Resolved, that _____ be authorized to sign and
 (individual)

submit the bid proposal of this corporation for the following: _____
 and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three-D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

(SEAL OF THE CORPORATION)

TITLE _____