

JEFFERSON COMMUNITY COLLEGE PURCHASING DEPARTMENT
1220 COFFEEN STREET
WATERTOWN, NY 13601

REQUEST FOR PROPOSAL

May 24, 2022

Pursuant to the provisions of Section 104-B of the General Municipal Law, State of New York, and the Purchasing Policy adopted by Jefferson Community College, proposals will be accepted by the Jefferson Community College Purchasing Department at the above address for the items listed herein.

This Request for Proposal (RFP) invites sealed, written proposals for Multifunction Copier Lease and Maintenance Services. The College invites qualified service providers to submit proposals for providing these services.

Award of this proposal is subject to the appropriation of funds necessary by the Jefferson Community College Board of Trustees. The College is exempt from all taxes and reserves the right to reject any or all proposals. Proposals must be submitted in a sealed envelope plainly marked, "Jefferson Community College – RFP: Multifunction Copier Lease & Maintenance Services, Attention: Purchasing Department on or before **Wednesday, June 8, 2022 at 2 p.m.** at the office of Purchasing.

If you have any questions regarding the proposal, please contact Tina Bartlett-Bearup at (315) 786-2246 or via email at tbartlettbearup@sunyjefferson.edu.

If it becomes necessary to revise any part of this RFP, or otherwise provide additional information, an addendum will be issued by the College and furnished to all prospective bidders who have received copies of this original RFP.

Attached please find the appropriate Request for Proposal forms and details on the equipment and services to be provided. **All proposals must be submitted on three (3) complete sets.**



INTRODUCTION:

If cost effective, it is the intent of the College to replace the fleet of seventeen (17) leased multi-function copiers on campus with a NEW fleet of leased multifunction devices. The College is soliciting proposals from vendors who can provide leasing options as well as maintenance services for the term of the lease. It is the intent of the College to replace our fleet with devices equivalent to current (or listed) devices, including network print/scan/fax capabilities to all devices. We are asking for vendors to provide pricing proposals for leasing Options 1 & Option 2 as indicated herein.

BACKGROUND:

Prior to the release of this RFP, discussions were held to determine the level of satisfaction with existing equipment and additional features desired in new machines. Based on the survey responses and subsequent discussions, this RFP reflects both additional and upgraded features and equipment that have been requested.

SCOPE OF WORK:

The intent of the College is to award a contract for the straight lease of seventeen (17) leased multi-function copiers to replace equipment currently in use. Proposals will be accepted for the straight lease (no option to buy) of equipment described in these specifications, and based on a total cost/copy. Upon expiration of the lease term, the vendor shall remove the equipment from College property with sixty (60) days of notification at the vendor's expense.

VENDOR QUALIFICATIONS:

Only companies whose principal business has been the sales and servicing of multifunction copiers of the size and type specified within this RFP, for a period of no less than 4 years, need apply. These companies shall be officially authorized by the manufacturer of the proposed equipment to sell, support and service the equipment offered. Written documentation of this authorization may be required upon request. Vendor references must be provided and will be checked. Service history and response time will be taken into consideration.

COPY VOLUME AND EQUIPMENT SPECIFICATIONS:

The following pages reflect the minimum specifications desired by the College and are not meant to be exclusionary. Any reference to a specific manufacturer, model, etc. is meant to reflect the minimum features, characteristics, and capabilities of a particular product. All models proposed must have print/scan/fax capabilities.

The following specifications represent the **MINIMUM** requirements for each machine. It is understood that the availability of features will vary by manufacturer and all vendors are welcome

to propose equipment which **EXCEEDS** the minimum requirements. All products which meet or exceed the minimum requirements will be considered. Variations must be reasonable in the eyes of the College. THE DECISION OF THE COLLEGE WILL BE FINAL.

The following information is based on the current fleet of copiers that are in need of replacement. The annual copy volume, speed, and type of copier should be considered as part of any proposal for new equipment.

OPTION 1 (Current Fleet):

Proposed Model/Equivalent	Speed	Included Features	Location	Volume
Konica C558	55	RADF/ADU/3Cass/Print/Scan/Fax/Fin	Administration Bldg	**90,000
Konica 227	22	RADF/ADU/Cab/Print/Scan/Fax	Nursing	18,000
Konica 227	22	RADF/ADU/Cab/Print/Scan/Fax	Business	20,000
Konica 458	45	RADF/ADU/3Cass/Print/Scan/Fax/Fin	Workforce Dev/ELC	50,000
Konica 227	22	RADF/ADU/Cab/Print/Scan/Fax	Counseling/EMSL back	45,000
Konica 227	22	RADF/ADU/Cab/Print/Scan/Fax	Liberal Arts/Stearns	25,000
Konica 25E	25	RADF/ADU/Cab/Print/Scan/Fax	Location – Library	10,000
Konica 227	22	RADF/ADU/Cab/Print/Scan/Fax	Enrollment Svcs front	60,000
Konica 25E	25	RADF/ADU/Print/Scan/Fax/PS	Student Activities	5,000
Konica 227	22	RADF/ADU/Cab/Print/Scan/Fax	LSC/CLC/1 st floor	40,000
Konica 227	22	RADF/ADU/Cab/Print/Scan/Fax	Liberal Arts/Jones	20,000
Konica 25E	25	RADF/ADU/Cab/Print/Scan/Fax/PS	Instructional Tech	5,000
Konica 25E	25	RADF/ADU/Print/Scan/Fax/PS	Athletics Department	5,000
Konica 227	22	RADF/ADU/Cab/Print/Scan/Fax	Science	17,000
Konica C227	22	RADF/ADU/Cab/Print/Scan/Fax/Fin	Student Engagement	**25,000
Konica C258	25	RADF/ADU/Cab/Print/Scan/Fax/Fin	Marketing/Comm	**20,000
<u>Konica 227</u>	<u>45</u>	<u>RADF/ADU/Cab/Print/Scan/Fax</u>	<u>Lewis Co Educ Center</u>	<u>15,000</u>
Total Copiers=17			Contract Annual Volume	470,000

Please note that Options 1 & 2 include three (3) Multifunctional Color and fourteen (14) Black/White Copier/Devices.

****The annual contract volumes/copy allowances for the color devices shall be:**

1. 90,000 (30,000 annual color and 60,000 annual B/W) for the Konica C558
2. 25,000 (10,000 annual color and 15,000 annual B/W) for the Konica C227
3. 20,000 (10,000 annual color and 10,000 annual B/W) for the Konica C258.

OPTION 2 (Current Fleet): Please provide proposal costs for the exact fleet specifications listed ***BUT*** provide a proposal for an agreement based upon ***ACTUAL*** usage per billing cycle. Essentially, we will only be billed for our actual usage on a bi-annual basis.

GENERAL REQUIREMENTS:

Each device shall be capable of delivering the following minimum functionality:

- Only NEW current production digital models will be accepted.
- Machine must be able to provide quality output utilizing standard copier paper
- It is required that all MFP machines be ENERGY STAR certified and labeled.
- All proposals must be based on equipment which meets or exceeds current ENERGY STAR guidelines, published by the Environmental Protection Agency for energy efficiency. Devices that earn the ENERGY STAR rating must be configured properly for automatic energy-saving features, such as entering into low power or “sleep mode” after a maximum of thirty (30) minutes of inactivity.
- All devices provided as a result of the award shall be shipped with the power management features enabled and set to the levels specified in the EPA specifications.
- All equipment shall include the following features/capabilities either fully functional upon delivery or capable of being “turned on” at the request of the College during the term of the lease (at no additional charge) unless otherwise noted:
 - Automatic Paper Selection
 - Automatic reduction/enlargement
 - Incrementally enlarge document to up to 200% or better.
 - Incrementally reduce document to up to 50% or better.
 - Printer
 - Scan to email
 - Scan to folder
 - Scan to USB drive
- Integration with LDAP for scan to email.
- Be able to be included in and managed through print management systems such as PaperCut
- Machines with scanning capabilities must at a minimum, be capable of basic “scan-to” functionality (e.g. to networked computers as an email in PDF format)
- PCL5, PCL 6 and Postscript Level 3 drivers for Apple OS, Windows 32 and 64 bit operating systems.
- Postscript Kit Required.
- Web based user interface with lockout of administrative setup functions. Administrative password must be provided to the College’s IT staff.
- All equipment must have the ability to store and recall separate user codes to allow charge backs to individual departments/staff/etc. This feature must be included upon delivery and activated at the option of the department.
- Secure print where jobs are stored on the copier until called up through entry of a security code at the front panel.
- All equipment must include USB/SD card slots.

- Scan to email (SMTP) and scan to network file folder in PDF, JPG or TIFF format.
- Walk up feature lockout based on user identification/security.
- Duplex printing/scanning/copying
- Walk up fax/email send and receive.
- Where “Fax” is a requested option, it is the intent of the College to obtain equipment which is capable of transmitting documents electronically directly from a PC to an outside email address (ie: such as a vendor order desk) or to an outside fax machine address.
- Scan in color regardless of the device’s output capabilities.
- Images stored on unit’s internal hard drive must be encrypted and removed permanently through a scheduled job or interactive command.
- Toner replacement must be made using recyclable, sealed cartridges (or equivalent) rather than bulk chemicals so that there is no need to come in contact with toner.
- All machines shall use a 120-volt power source and a standard, residential type 3-prong plug. Any machine supplied with a different type of plug shall be accompanied by appropriate outlet receptacle at no charge to the College, if necessary. Machines shall be U.L. approved, ENERGY STAR qualified and RoHS compliant.
- Surge protectors are recommended and they shall be supplied by the awarded vendor at no cost to the College.
- Cabinets shall be provided where needed at no added cost to the College.
- Pricing for additional equipment not included in the original bid shall be negotiated between the Vendor and the College, and all lease additions shall terminate on the same date as the original contract.

SPECIFIC REQUIREMENTS: Low Volume Devices (less than 30ppm)

- All Equipment proposed must be NEW
- Solution must provide capabilities equal to or greater than high-speeds indicated (inclusive within one machine)
- Duplex printing/scanning/copying
- Make and Models listed are for reference only. Equivalent or better devices will be considered.
- Network Print/Scan/Fax Inclusive
- Bypass tray

SPECIFIC REQUIREMENTS: Medium Volume Devices (40-60ppm)

- All Equipment proposed must be NEW
- Solution must provide capabilities equal to or greater than high-speeds indicated (inclusive within one machine)
- Duplex printing/scanning/copying
- Make and Models listed are for reference only. Equivalent or better devices will be considered.
- Network Print/Scan/Fax Inclusive
- Bypass tray

- Finishing unit for stapling on device(s) specified in Option 1

SPECIFIC REQUIREMENTS: Color Device (35-55ppm) Option 1

- All Equipment proposed must be NEW
- Machine must be able to provide quality output utilizing standard copier paper
- Two (2) paper trays (minimum)
- Solution must provide capabilities equal to or greater than high-speeds indicated (inclusive within one machine)
- Duplex printing/scanning/copying
- Make and Models listed are for reference only. Equivalent or better devices will be reviewed.
- Network Print/Scan/Fax Inclusive
- Stapler Finisher Unit
- Sort Function
- Bypass Tray
- Heavy paper stock support (up to 140 lb. index through bypass)
- Secure mailbox printing capabilities (minimum 100 mailboxes)
- Postscript Kit Required

NETWORK COMMUNICATIONS ENVIRONMENT AND REQUIREMENTS:

It is intended that all machines acquired under this lease be capable of being networked and must support, at a minimum, Windows 11, Windows 10, Apple OS, Windows 2008, 2012, 2016, 2019 and 2022 Server, and PCL 6 print queues as well as Postscript. All MFP devices must be equipped with the appropriate interface cards to support communications on 100/1000 Base-T network connections and must support TCP/IP protocols and be DHCP compatible. All remote network software deployment to Windows PC clients must be Microsoft compatible (Active Directory via MSI file). Mac software should be provided to the College IT department.

All equipment and software must be compatible with Windows 10, Apple OS, and Ethernet Protocol Networks. Equipment must be provided with all hardware and software necessary to support this. Software and copier drivers must be provided to the College's IT staff for future setup & issues.

At no additional cost, new or updated operating systems, as they become standard over the term of the contract must be supported with software and/or hardware upgrades as they become available from the manufacturer. Updated software and drivers must be provided to the College's IT staff.

Vendor must also provide **administrative software and the administrative password** allowing IT (and the vendor) to **centrally monitor, manage, and access** all MFP devices. If necessary, the College will provide a functional server for this purpose and ensure external access by the vendor. Each MFP should be remotely accessible via HTTPS (browser-based) as well. As above, as new software or firmware is standardized by the manufacturer during the term of the contract allowing for this administrative management, it must be provided at no additional cost to the College's IT staff.

1. Equipment proposed must be new, "not factory rebuilt or refurbished", must meet or exceed the minimum specifications of the equipment specified, and be capable of bearing current and projected departmental load including some excess capacity.

2. A user manual/operations manual shall be provided to the end user with each machine at the time of delivery and installation. Additionally, a user manual for each model leased must be provided to the College's IT staff.
3. Vendor shall be responsible for inside delivery, installation (working with the College IT Department), inspection, adjusting, testing and training (including setup & administrative software training for the College's IT staff), service (including upgrades), and removal of all equipment at the end of the lease term at no additional cost to the College.
4. The successful vendor will coordinate the initial delivery of the new equipment and removal of the existing copiers with the current vendor and shall ensure that no equipment or supplies are delivered to the College prior to the timeframe agreed to in the implementation schedule.
5. The vendor shall be responsible for all material and equipment shipped during installation until the College provides final acceptance in writing. The vendor shall be responsible for the removal and disposal of all crates, packing components, and waste material associated with the installation and subsequent repair of the equipment.
6. All Department copiers shall require not more than standard 115-120V outlets. Enhanced power (220) is available in the limited areas. Surge protectors are to be provided by the awarded vendor.
7. All consumables including toner, drums, developer, fuser, staples, or any product excluding paper will be included as part of the contract.
8. All equipment shall accommodate originals of size 8-1/2" x 11", 8-1/2" x 14", and 11" x 17" (unless smaller devices specified do not have those capabilities). Where only two paper trays are requested, one must be a "universal" tray with a minimum capacity of 500 sheets/tray. Paper capacity must be within 10% of the capacity specified.
9. All equipment must have the ability to store and recall a minimum of five (5) separate user codes (unless noted otherwise) to allow charge backs to individual departments/staff/etc. This feature must be included upon delivery and activated at the option of the department.
10. A cabinet will be provided by the awarded vendor where required or requested.
11. Network wiring and connections of equipment supplied by the successful Vendor will be the responsibility of the College. The Vendor will be required to coordinate their installation efforts with the College's IT Department. Future network issues will be resolved through cooperation of the IT Department of the College and the successful vendor. The College's IT Department will be the initial contact for networking issues.
12. It is possible that additional copiers may be requested during the term of the lease. Such additions shall first be negotiated with the successful vendor unless the College is unable to agree to terms. In this case, the College may lease additional equipment from another vendor.
13. Within forty-eight (48) hours of a request, the successful vendor must provide the College with the temporary use of up to two (2) additional "loaner" copiers capable of producing a minimum of 30 cpm. Use of the "loaner" copiers will be considered temporary and will not exceed sixty (60) days. Copies produced will be billed at the same cost/copy rate submitted with the proposal.

14. Equipment must be able to be managed by a print management system, such as PaperCut.

EQUIPMENT LEASE CONTRACTUAL MINIMUM REQUIREMENTS:

- 4 Year Lease Term with Annual Billing (Option 1). Bi-annual billing (Option 2).
- 470,000 (Option 1) Annual Copy Allowance. Overages to be billed annually based upon the *cumulative volumes on all devices*, not per device.
- There shall be no cost-per-copy charge on scanning.
- Full Financial Disclosure including Excess Copy Charges
- Ability to Upgrade Equipment without Penalty
- Contract may not be assigned to a third party *without* written approval from the Jefferson Community College, Executive Vice President.
- An operator's manual, drivers, and client software are to be delivered with each machine to the end user as well as one per leased model to the College's IT staff.
- Training must be provided to key operators at no additional cost to the College.
- Non-Appropriation Fund Clause in effect.
- Any proposed lease must be acceptable to the College regardless of the lease or financing arrangements proposed, and the successful vendor must be responsible as the seller/vendor without disclaimer.
- Potential vendors should carefully review the following when considering whether or not to submit a proposal:
 - The Laws of the State of New York shall govern all agreements. Jefferson Community College will only consent to the jurisdiction and venue of Federal and State Courts in New York.
 - The lease to be executed by the College pursuant to this solicitation shall contain substantially the terms and conditions of this document, together with any deviations proposed by the vendor which the College deems to be in its best interests. At the option of the successful vendor, the College will allow equipment specified in this document to be supplied and financed through a third-party lease agreement, provided that (a) the successful vendor shall also sign an agreement satisfying all other requirements of this document (together with such accepted deviations) which are not provided or satisfied pursuant to such third-party lease, and (b) the vendor is not relieved of any of its obligations pursuant to this solicitation by the College's execution of a third-party lease with an entity designated by the vendor. In the event that a proposer desires to submit a proposal involving a third-party lease agreement, the vendor's proposal shall be signed by authorized officials from both the vendor and its proposed third-party entity, and the proposal shall also include a copy of the third-party lease agreement proposed to be used. It is the responsibility of each proposer to review this bid with any proposed third-party financing entity prior to submission of a proposal.
 - The College will not pay "Security Deposits" in connection with this lease.
 - The College will not pay "Late Charges or Freight Charges" in connection with this lease.
 - The College will not pay any "Filing Fees", "UCC", or "Origination Fees" in connection with this lease.

- The College will not pay any “Attorney’s Fees” in connection with this lease.
 - The College is self-insured and will not purchase special insurance coverage for leased equipment.
 - If the College is unwilling to accept the terms of a proposed lease agreement or is unable to agree on a modified version of an agreement with the initial vendor selected for award, the initial vendor selected will be notified and the College will proceed to the next responsible vendor based upon the Evaluation Criteria.
- **Delivery of leased devices must be taken no later than 9/1/2022 unless negotiated otherwise by both parties.**

SERVICE LEVEL AGREEMENT:

The College’s operations rely on the functionality and availability of copiers and their efficiency is directly impinged by unscheduled down time. The successful vendor will provide prompt maintenance of the equipment (both preventative and remedial) including all parts and labor (including drums), transportation, and travel costs of technicians, as well as any equipment required to facilitate the repair.

The following service parameters **MUST** be included in any proposal:

- The cost of all maintenance on the equipment leased as a result of this solicitation shall be included in the total cost/copy price. Please provide a cost per copy breakdown.
- 4 Year Lease Term with Annual Billing (Option 1) and Bi-annual Billing (Option 2).
- The vendor shall provide all tools, parts, supplies, labor, and incidental expenses necessary to maintain and repair the equipment. At a minimum, maintenance shall include all routine, remedial, and preventive maintenance recommended by the equipment manufacturer in order to maintain maximum performance and a **description of the company’s preventive maintenance program should be included with your response.**
- Maintenance and Supplies Included (All parts, labor, toner, drums, etc.). No price escalation allowed for the term of the lease.
- The successful vendor must respond to all service calls within six (6) business hours of the initial call being placed on a regular business day. Regular business day shall be defined as 8 a.m. to 5 p.m. Monday - Friday.
- Service records for any machine included in the contract shall be provided to the College upon request.
- Vendor shall have an operational meter credit arrangement to allow for machine malfunctions and to compensate for “meter clicks” when service technicians make test copies when servicing and repairing equipment. The credit shall be identified and communicated to the department at the time of service.
- It will be the responsibility of the successful vendor to have an “in-house” service department with qualified, trained sales/service staff available to provide software and technical assistance at all locations and have access to the manufacturer’s technical resources for problems that are beyond the ability of the vendor’s staff.

- Units that are out of service for more than 2 business days shall be replaced with a loaner device of equal or greater capabilities at no cost to the College.
- Ability to replace equipment based upon poor service record without penalty.
- Leased equipment relocations must be handled by the vendor, at no additional cost to the College in a timely manner (1-3 business days).
- Leased equipment relocations may be handled by the College's IT staff provided that prior approval has been granted by the vendor.

All training shall take place during regular business hours at each department location. Initial training shall be coordinated through the College's Purchasing Department and should take place upon installation and shall continue until all department personnel are comfortable with the operation of the equipment and all of its options. Should the College require additional training at any time during the contract, the vendor shall provide said training in a timely manner at no additional cost to the College.

USAGE FEES:

- Regular maintenance, repairs, troubleshooting, remedial support and toner, essentially everything but paper and staples, shall be billed as a click or per-copy charge. Units capable of metering color and black (BW) usage are preferred.
- All usage fees shall be pooled across the fleet of devices and billed annually on a single invoice inclusive of location usage counts. Copier usage in excess of the Total Copy Allowance (470,000 Option 1) shall be billed at the "per copy overage charge" as identified in your response, and shall not apply until the College-wide Total Copy Allowance has been exceeded.
- Option 2 – Actual Usage Agreement with Bi-Annual Billing.

METER READINGS:

It shall be the responsibility of the successful vendor to obtain the meter readings for each billing period.

Meter reads should be able to be completed through the administrative software with access provided to our administrative staff. At a minimum, they should be able to access each copier through a web browser and the IP address of the device (with password) to obtain the meter reading.

If recorded manually, a representative of the College must confirm the accuracy of the readings by signing the vendor's reading during the reading process. Vendors are welcome and encouraged to propose the use of any automated process that may assist in this exercise subject to the approval of the College, providing there is no additional cost to the College.

The successful vendor shall be required to provide volume reports to the College, as requested.

PRICING:

All RFP's shall be submitted on a total cost/copy basis and shall include the costs of:

- Delivery, installation, and training.
- Working with the College's IT staff as required to ensure each machine is correctly configured and set up to function on the College's network.
- Cost of the straight lease. **Please include a cost per copy breakdown.**
- **Proposals must show the cost of the leased equipment per device.**
- **Proposals must show the breakdown of the cost of the service level agreement per device.**
- **Proposals must show the TOTAL Cost-Per-Copy (inclusive of both the lease cost and service level agreement cost) for each device.**
- Removal of all equipment at the end of the lease term with no expense to the College.
- Invoices shall be submitted on an annual basis (Option 1) or bi-annual (Option 2).
- Invoices for units added to the lease during the lease term shall be pro-rated to the next billing cycle of the lease and expire on the same terms as the master agreement.

LEASE, RENTAL AND DELIVERY:

It is important to note that Jefferson Community College is accepting proposals for a 48-month straight lease of copiers as described in these specifications. There can be no option or ability for the College to acquire any of the equipment in any manner at any time during or after the term of the lease. The vendor will retain title to the equipment and at the end of the lease term will be responsible for pickup and removal of the equipment at no additional cost to the College.

Vendors must include with their submittal a copy of the proposed lease agreement and a copy of the service agreement for the equipment proposed.

APPLICABLE LAWS:

The contract awarded shall be governed in all respects by the laws of the State of New York and any litigation with respect thereto shall be brought in the courts of the State of New York in the County of Jefferson. The vendor awarded the contract shall comply with applicable federal, state, and local laws and regulations.

PROPOSAL FORMAT & CONTENT:

The following outline must be followed when responding to the RFP:

- Proposal Summary
 - Cost of the straight lease. **Please include a cost per copy breakdown.**
 - **Proposals must show the cost of the leased equipment per device.**
 - **Proposals must show the breakdown of the cost of the service level agreement per device.**
 - **Proposals must show the TOTAL Cost-Per-Copy (inclusive of both the lease cost and service level agreement cost) for each device.**

- Vendor Profile, 3 Current Customer References and Qualifications
- Professional Service Fee/Cost (Equipment Lease & Maintenance Agreement Details)

Please submit **three (3) copies** of your Request for Proposal (RFP). Equipment proposals must include all required supporting documentation, machine specifications sheets, sales brochures, assurances, preventative maintenance program, etc. Service proposals must include all services, expenses, travel and other sundry incurred by the service provider within the scope of the RFP.

Inspection of the environment and existing equipment is available by appointment only. Please contact Tina Bartlett-Bearup at (315) 786-2246 to schedule an appointment.

The College reserves the right to reject any and/or all proposals of its choice or to enter into additional negotiations regarding price, scope of services or other terms. The existence of this request for proposal shall not, in any way, obligate the College to take any action regarding any response submitted by a respondent to this request.

RESPONSE QUESTIONS:

Questions regarding the RFP should be directed to Tina Bartlett-Bearup at (315) 786-2246 or via email at tbartlettbearup@sunyjefferson.edu.

Questions must be received 7 days prior to the closing of this RFP. A response will be provided in the form of an addendum to the RFP on the College website and via email to all parties that have communicated their intent to respond to this RFP.

EVALUATION CRITERIA:

The following criteria will be utilized when evaluating responses to the RFP for Leased Multifunction Copiers and Maintenance Services. This is not to be considered an all inclusive list.

- Qualifications of Company/Service Provider
- Client Reference List
- Reliability and Performance of the Equipment Proposed
- Professional Service Fee/Cost (Equipment Lease & Maintenance Agreement)
- The proposal deemed to be in the best interest of the College at the sole discretion of the College.

Proposals will be opened in the Jefferson Community College Purchasing Office immediately following the closing period. Completed proposals will be reviewed and evaluated by the College in anticipation of the awarding of a contract.

An award will be made as soon as possible after the opening date. It is the intent of the College to commence the actual lease on September 1, 2022, following the final delivery, installation, and acceptance of all equipment included in the lease. All proposals must agree that the College reserves the right to renew any contract resulting from this solicitation on a month-to-month basis up to twelve (12) additional months.

INSTRUCTIONS TO BIDDERS

01. Proposals must be submitted in a sealed envelope marked with the name of the proposer and the words "SEALED RFP" - written on the outside of the envelope. No employee in the Purchasing Office will be held liable for the premature opening of any proposal received not designated as such.
02. Proposer assumes the risk of any delay in the mail. Whether sent by mail or by personal delivery, proposer assumes responsibility for having the proposal deposited on time at the Purchasing Office. All proposals received after the designated time will not be considered and will be returned to the proposer unopened.
03. The proposal, as presented, shall remain valid for a period of one year from date of the opening.
04. No charge will be allowed for federal, state, municipal sales and excise taxes from which the College is exempt. Exemption Certificates, if required, will be forwarded.
05. Any deviations to the scope of work need to be so noted and fully explained. Deviations will be analyzed and if deemed to be in the best interests of the College, may be waived.
06. The proposal will be awarded to the lowest responsible proposer meeting all award and evaluation criteria. The College guarantees no minimum or maximum purchases as a result of any award. The College reserves the right to reject any or all proposals.
07. It shall be the responsibility of each proposer to call to the attention of the College any apparent discrepancy in the award criteria or any question or interpretation thereof. Failure to do so constitutes acceptance as written.
08. Proposers requesting copies of the bid tabulation shall do so in writing with a stamped self-addressed envelope enclosed.
09. The College reserves the right to "Revise" or "Amend" the proposal award criteria prior to the proposal opening date by "Written Addendum". PLEASE NOTE THAT ALL REQUESTS FOR CLARIFICATION MUST BE RECEIVED IN WRITING TO THE COLLEGE 7 DAYS PRIOR TO THE RFP DUE DATE. THE COLLEGE WILL NOT RESPOND TO ANY REQUESTS RECEIVED THEREAFTER.
10. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
11. Faxed or emailed documents may not be used to convey proposals. Any proposals submitted by fax or email will be returned.

12. All shipping/transportation charges shall be included in the proposal total.
Transportation charges must include the charges to take delivery of the equipment and the cost to return the equipment to the lessor at the end of the lease term (if equipment is leased and not purchased).
13. All bid deposits will be held by the Jefferson Community College Treasurer until an award has been made and contracts have been signed.
14. A Performance Bond shall be required prior to contract execution.
Applicable to the Bid _____ Not Applicable X
15. Each Bidder must be prepared to present satisfactory proof of their capability and ability to successfully complete the requirements of this solicitation. The College reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any bidder to complete the requirements of this solicitation. A review may include but not be limited to inspection of the bidder's facilities and equipment, references or previous contract performance with the College or others.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- A) The College is exempt from all taxes, and will furnish necessary exemption certificates upon request.
- B) Prices proposed shall be net and shall include all transportation costs *to the destination* indicated. If the equipment is leased, the bid must also include charges *to return the proposed equipment to lessor at the end of the lease term.*
- C) Explanation: Before an award, a certificate, executed by the Manufacturer, may be required stating that the proposer is an authorized agent, and that compliance will be made to all of the requirements of these specifications and proposal.
- D) Equivalency. In submitting a bid, the bidder is agreeing to provide goods and services consistent with the specifications. Where a brand name or equivalent specification is used in this solicitation, the use of any brand name noted is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

If the product offered differs from the specifications, such differences must be explained in detail, and submitted with your bid. All products proposed as equivalent will be considered. A Contract, if awarded, will be on the basis of materials and equipment as described in the drawings and specifications and “Or Equal” items submitted by the bidder and accepted by the College.

The bidder/proposer may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said “or equal” items shall be accepted or rejected based upon the College’s evaluation of the submitted documentation and specifications. All costs associated with the review of any “or equal” items prior to recommendation of award, shall be at the bidders expense.

If a submitted “or equal” item is rejected, the bidders may be afforded an opportunity to meet with the College to offer additional qualifying opinions and information prior to the College rejecting the bid at the option of the College. However, if it is determined by the College that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the College other alternatives or to offer the original equipment specified by the College. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the College nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of the proposals.

The decision to accept or reject an “or equal” item rests solely with the College. If a substitute “or equal” item is not accepted by the College, the bid will be deemed non-

responsive and the College shall reject this bid. The next qualified bid shall then be reviewed for recommendation of award.

- E) Delivery and installation are required according to the terms stated within this document. Date of delivery is required on the Bid Form.
- F) Insurance: Successful bidder (if applicable) will be required to furnish all certificates of Insurance as required by the College, such as Auto Insurance, General Liability Insurance, and Workers' Compensation Insurance.

For all services contracted with Jefferson Community College the successful contractor shall procure and maintain insurance satisfactory to the College in the following areas of coverage and amounts:

Contractor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverage, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A (-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the services to be performed, and shall cover risks and liability contractor resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Workers' Compensation Insurance and Disability Insurance, the College, its officers, employees and agents shall be named as additional insured on all such policies** with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of contractor and not those of the College. Notwithstanding anything to the contrary in this Agreement, contractor irrevocably waives all claims against the College for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by contractor shall not in any way limit contractor's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of Coverage</u>
<input checked="" type="checkbox"/> Workers' Compensation and NYS Disability	Statutory
<input checked="" type="checkbox"/> Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit

<input checked="" type="checkbox"/>	Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products Completed Operations \$1,000,000 Advertising/Personal Injury \$10,000 Premises Medical Payment
<input checked="" type="checkbox"/>	Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Claim

At the time of execution of this agreement, and upon each policy renewal, Contractor shall submit to the College certificates of insurance evidencing Contractor's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

The successful bidder shall arrange with its insurance carrier to have Jefferson Community College, and its officers, employees, and agents listed as additional names insured on all certificates of insurance required for performance of this contract and shall provide proof acceptable to the College that those amendments to the insurance contract(s) have been accomplished. Contractor may provide an umbrella policy to meet coverage limits as set forth above.

- G) The successful bidder hereby agrees to indemnify and save harmless the College, its agents, employees, and/or representatives, from any or all liability, damage, costs, or expense which may be incurred or sustained due to any injuries, including death, to any person or persons whomsoever, or property whatsoever, arising out of or in connection with the terms of executing this contract, purchase order, etc.
- H) It is expressly understood and agreed that the successful bidder assumes entire responsibility for the safety of his property and the safety of his employees/representatives and agents as well as himself, while on the premises or in connection with carrying out the terms of this document.
- I) Award will be made to the qualified, responsive proposer, who meets or exceeds the specifications; general specifications and requirements; conditions of this document, at the recommendation of the using department(s). An award letter will be issued followed by a contract or purchase order from the Purchasing Office of Jefferson Community College.

Unless noted otherwise, the College reserves the right to award this solicitation in whole or in part based on the lowest price of a single item, or group of items, or categories, etc. to a single proposer or to multiple proposers in any manner if deemed to be in the College's best interest.

- J) Any deviations to the specifications must be noted on the bid form and fully explained on company letterhead to be considered part of the proposal.

- K) The term of this agreement will be FORTY-EIGHT (48) months. Jefferson Community College reserves the right to extend the resulting agreement an additional TWELVE (12) months upon agreement of both parties in writing.

Applicable X

Not Applicable

- L) Units of measurement should be annotated with the quantity listed so comparisons may be made without researching the item.

Applicable X

Not Applicable

- M) No Contractor to whom this Contract is granted or awarded, shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of said contract, or of his right, title, and interest herein, including the performance of this contract or the right to receive monies due, or to become due, or of his power to execute this without the proper written consent of the Jefferson Community College Purchasing Agent.

Applicable X

Not Applicable

- N) Multi-employer workplaces. Employers who produce, use, or store hazardous chemicals at the workplace in such a way that the employees of other employers may be exposed (for example, employees of a construction contractor working on-site) shall additionally ensure that the hazard communication programs developed and implemented under paragraph (e) [OSHA 1910.1220 (2)] include the following:

(1) The methods the employer will use to provide the other employers of any precautionary measures that need to be taken.

(2) The methods the employer will use to inform the other employers of any precautionary measures that need to be taken.

- O) The bidder agrees to pay in accordance with New York State Labor Law and New York State schedule of Labor Rates. He will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply.

Applicable X

Not Applicable

- P) New York State Prevailing Wage Rates: If any portion of work being proposed is subject to the prevailing wage rate provisions of Labor Law, the successful vendor is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid and will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply.

The current schedule(s) of the prevailing rates and prevailing hourly supplements can be accessed at the New York State Department of Labor website @ www.labor.state.ny.us. Rates can also be obtained by contacting the Department of

Labor at (315) 428-4056. The bidder agrees to pay in accordance with New York State Labor Law and New York State schedule of Labor Rates. He will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply.

Applicable ____

Not Applicable X

- Q) Labor rates as required by New York State Department of Labor shall be provided prior to the start of any work in compliance with this document. The College will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course of doing work for the College. The College reserves the right to withhold payment to the successful vendor pending receipt of certified payrolls in accordance with New York State Department of Labor regulations. Upon notice of award the College will provide the name and address of the individual to whom the certified payrolls must be forwarded before invoices will be approved and paid.

The Contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the College as well as to establish which of those workers involved in any part of the contract for the College are required by law to receive said rates.

Applicable X

Not Applicable ____

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 County that they are currently in good standing with the NYS Department of Labor at the time of the bid.

Applicable X

Not Applicable ____

- R) Cooperative Bidding. It is understood and agreed that in addition to Jefferson Community College, other County agencies as well as municipalities within the County may also participate in this bid. Each municipal government in the County may utilize this bid and enter into its own contract with any successful bidder based upon these specifications and bids received. Bidder understands and agrees that submission of its bid to the College is also submission of the bid to participating municipalities.

Jefferson Community College reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of the contracts to a municipality are at the discretion of the vendor and the vendor is only bound to any contract between Jefferson Community College and the vendor. Additionally, the College 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. All orders/contracts will be issued by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the contractor with the proper tax exemption certificates and documentation of tax exempt status.

- S) **Contract Period/Cancellation.** The term of this agreement will be from **the execution date of the final lease agreement and will continue for a term of forty-eight (48) months**. Unless otherwise noted, the College retains the right to cancel any contract without cause provided the Vendor is given at least thirty (30) days' notice of intent to cancel. This provision should not be understood as waiving the College's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

Contract Renewal. If mutually agreed between the College and the Vendor, the contract may be renewed under the same terms and conditions for up to one (1) year.

- T) **Venues and Disputes.** The exclusive means of disposing of any dispute arising under a contract with Jefferson Community College, which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located with Jefferson County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Vendor must proceed diligently with contract performance. The Vendor waives any dispute or claim not made in writing and received by the College within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information.
- U) **FOIL Requests.** The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this solicitation may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position.
- V) **Non-Appropriations Clause.** In accordance with New York State General Municipal Laws, Jefferson Community College will not be liable for any purchases or contracts for goods or services for which funding is not available. The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson Community College Board of Trustees. Any agreement between the College and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Vendors should not assume that their proposal has been approved until the receipt of official notification from the College. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Laws the College will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the College harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order and/or contract by the College. Issuance of a purchase order and/or contract by the College indicates that the College currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the College to cancel a project or purchase after an order to proceed or purchase order has been issued, the College will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

W) Iranian Energy Sector Divestment. Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor has not:

1. Provided goods and services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).” Jefferson Community College will accept this statement electronically or within the bid documents submission in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid, a signed statement setting forth in detail the reasons therefore. The College reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any

Bidder who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder 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 College has made a determination the goods or services are necessary for the College to perform its functions and that, absent such an exemption, the College would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the College in writing and shall be a public document.

X) Sexual Harassment Compliance. Contractor hereby represents that said Contractor is in compliance with New York State Labor Law Section 201-g relative to Sexual Harassment prevention and training to all of its employees.

Every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- 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 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 201-g of the labor law.
- b) Jefferson Community College will accept this statement electronically or within the bid documents submission.

BID PRICE PROPOSAL PAGE

PLEASE NOTE THAT THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL ALONG WITH THE SIGNATURE/NON-COLLUSIVE STATEMENT AND CERTIFICATIONS).

Although you may provide additional information as deemed appropriate these pages MUST be included with your response. Please make sure Total Proposal Costs listed below include both CPC and maintenance cost, etc.

****Please provide a separate page detailing the cost-per-copy per device for the 1) lease cost of the equipment, 2) service maintenance agreement, and 3) total CPC.

DEPARTMENT COPIERS (OPTION 1)

Cost/Copy: (Black & White)	0 – 420,000 Copies	\$
Cost/Copy: (Color)	0 – 50,000 Copies	\$
Total Proposal Cost (All Inclusive w/ Maintenance Services)		\$
Cost/Copy: (Black & White)	Greater than 420,000 Copies	\$
Cost/Copy: (Color)	Greater than 50,000 Copies	\$

DEPARTMENT COPIERS (OPTION 2) ACTUAL USAGE

Cost/Copy: (Black & White)	*Per copy	\$
Cost/Copy: (Color)	*Per copy	\$

***Cost per Copy - All Inclusive w/
Maintenance Services**

COMPANY NAME:

DATE:

REPRESENTATIVE NAME (PRINTED):

(SIGNATURE):

SUBMISSION REQUIREMENTS

- A complete description of the equipment being proposed including features, capabilities, and specifications (brochures including System Specifications are required).
- Bid Price Proposal Page with all spaces completed.
- Copy of maintenance program.
- Copy of proposed lease agreement.
- List of professional references.

- ALL RESPONSES MUST INCLUDE THE INFORMATION REQUESTED AND BE RETURNED WITH YOUR PROPOSAL. FAILURE TO COMPLETE AND RETURN THIS DOCUMENT WILL RESULT IN REJECTION OF YOUR PROPOSAL.

- ALL PROPOSALS MUST UTILIZE THE BID PAGE INCLUDED IN THIS DOCUMENT. ALL PROPOSALS MUST BE SUBMITTED IN A COST/COPY FORMAT USING THE PAGES PROVIDED.

- DEVIATIONS MAY OR MAY NOT BE CONSIDERED BY THE COLLEGE AT THE SOLE DISCRETION OF THE COLLEGE WITHOUT DISCUSSION WITH A PROPOSER.

CHECKLIST

- | | |
|---|-------|
| A copy of the proposed lease agreement is included. | _____ |
| A copy of the proposed service agreement is included. | _____ |
| The Bid Price Proposal Page is included. | _____ |
| The Detailed CPC per Device Page is included. | _____ |
| A copy of literature/detailed specifications sheets for all equipment proposed is included. | _____ |
| If vendor is signing on behalf of Lease Company authorization from Lease Company is included. | _____ |
| The bid form, non-collusive statement, and certification pages are complete and included. | _____ |
| A list of the required professional references. | _____ |

**JEFFERSON COMMUNITY COLLEGE
BID FORM & NON-COLLUSIVE BIDDING CERTIFICATE**

RFP TITLE: _____

DATE OF PROPOSAL: _____

TOTAL RFP COST: (\$ _____ Dollars and _____ Cents)

The undersigned proposes to furnish products or services to specifications and/or award criteria included in this bid document, at the price(s) set forth, as required to meet the College's needs. Any deviation to the award criteria and/or specifications must be noted on the bid form, fully explained on Company Letterhead and attached or the deviations will not be considered part of the proposal. Please be advised that vendor changes to bid specifications and/or bid form may render a bid non-responsive and the bidder will be disqualified.

By submission of this proposal, 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 their knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.

This proposal/bid is signed by the bidder with full knowledge and acceptance of all the provisions of the general specifications, the proposal, and the group specifications.

Time needed for delivery after receipt of order: _____

Manufacturer's term or warranty and conditions (if applicable): _____

Deviations: Yes _____ No _____

Company Name: _____

Federal Identification #: _____

Address: _____

City, State, Zip Code: _____

Area Code/Telephone No: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Date: _____

NOTE: THE BID FORM AND NON-COLLUSIVE BIDDING CERTIFICATE MUST BE SIGNED TO COMPLETE BID/RFP.

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 to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
2. A Bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification set forth in Paragraph A above, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Department to the political subdivision, public department, agency or official thereof to whom the bid is made, or his designee, may award a bid, on a case-by-case basis under the following circumstances:
 - a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder 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
 - b. The College has made a determination the goods or services are necessary for the College to perform its functions and that, absent such an exemption, the College would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the College in writing and shall be a public document.

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 (Section 201-g) of the labor law.

Company Name
Address
Zip Code
Telephone Number
AUTHORIZED SIGNATURE
TITLE
DATE

NON-BIDDER'S RESPONSE FORM

For purposes of maintaining accurate bidder's lists and facilitating your firm's response to our invitation for bid, Jefferson Community College is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to, Jefferson Community College Purchasing Department, 1220 Coffeen Street, Watertown, New York, 13601. Failure to either submit a bid proposal or return this form will result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Our items or materials do not meet specifications.
- ☐ Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Incorrect address used. Correct mailing address is:

- ☐ Our branch/division handles this type of bid.
Correct name and mailing address is:

- ☐ We are unable to bid at this time but would like to continue to receive invitations for bids.

- ☐ We are unable to bid and wish to be removed from the bidder's lists.

NAME OF FIRM: _____
MAILING ADDRESS: _____
CITY/STATE/ZIP CODE: _____
VENDOR REPRESENTATIVE (printed name): _____
VENDOR REP (SIGNATURE): _____
DATE: _____

