

# REQUEST FOR BID

20# COPY PAPER

Date: October 16, 2009

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## INVITATION

Sealed bids for furnishing supplies or services specified below, and which must be returned in the bid envelope supplied, will be received at the offices of the Suffolk Regional Off-Track Betting Corp. and publicly opened there at 11:00 a.m. on Friday, October 30, 2009.

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TO:

ATTN:

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## BIDDERS ACCEPTANCE

The Bidder signing this bid certifies that to the best of his knowledge and belief the prices quoted are not in excess of the legal maximum prices set by government controls.

1. The delivery date indicated is as required by the Corporation.
2. Prices quoted are firm for a period of 6 months. OTB retains the right to renew bid for an additional 6 months upon mutual consent with the vendor.
3. **ALL BIDS MUST BE SIGNED IN INK.** All delivery charges are to be included in your quotation.
4. "Lobbying Restrictions" pursuant to State Finance Law §§139-j and 139-k, this Bid/Proposal includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of the Request For Proposal/Bid through the final award and approval of the Procurement Contract by the Governmental Entity ("restricted period") to other than designated staff unless it is a contact that is included among the certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this Request For Proposal/Bid. Suffolk Off Track Betting Corporation (SROTB) employees are also required to obtain certain information when contacted during the restricted period and make a determination of responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibilities can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at:

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

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5. “The undersigned certifies that his bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids, and the contents of this bid have not been communicated by the bidder, nor to his best knowledge and belief by any of his 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”.

6. If this bid is accepted within 45 days from the date of opening, the undersigned offers and agrees to furnish any or all of the items which prices are quoted, at the price and delivery time set opposite each item subject to all of the terms and conditions herein.

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Authorized Signatures & Titles)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Date)

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**THIS IS NOT AN ORDER**

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**RETURN BID TO:** Suffolk Regional Off-Track Betting Corporation  
5 Davids Drive  
Hauppauge, New York 11788

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**TO BE DELIVERED TO:** 5 Davids Drive  
Hauppauge, NY 11788

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**DELIVERY DATE:** As Soon As Possible

**DESIGNATED CONTACT:** ROBERT EINEMANN

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**ITEM # DESCRIPTION OF ITEM QTY. UNIT PRICE EXTENSION**

**COPY PAPER – 20#, WHITE**

**PRICE PER CARTON**  
(5000 sheets)

Size 8.5” x 11” 20#, white.....\$ \_\_\_\_\_

Size 8.5” x 14” 20#, white.....\$ \_\_\_\_\_

Size 11” x 17” 20#, white.....\$ \_\_\_\_\_

**SUFFOLK REGIONAL OFF TRACK BETTING CORP. RESERVES THE RIGHT TO PLACE ADDITIONAL ORDERS AT QUOTED PRICE FOR DURATION OF BID.**

**PLEASE RETAIN DUPLICATE FOR YOUR RECORDS**

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### GENERAL BID TERMS AND CONDITIONS

ALL QUOTATIONS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS UNLESS MODIFIED. UPON ACCEPTANCE OF THIS BID BY THE CORPORATION THE TERMS OF THE BID SHALL APPLY TO ALL ORDERS ISSUED AS A RESULT OF SUCH ACCEPTANCE.

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1. BIDDING:

- a. **PRICING** - bidder shall insert unit price and extension against each item. Lead pencil must not be used. Unit price shall govern. The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Corporation.
- b. **DISCOUNTS** - Cash discounts will not be a factor in determining awards unless otherwise indicated by the Corporation.
- c. **FOREIGN GOODS** - A bidder offering goods of foreign manufacture must so indicate in his bid.
- d. **F.O.B. DELIVERY POINT** - All bid prices must be on the basis of F.O.B. delivery point, unloaded inside and assembled, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal.
- e. **"OR EQUAL" BIDDING** - When a bid standard or equal is specified, the bidder may offer an article which he certifies to be equal in quality, performance, and in other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the bid standard.

2. ESTIMATED AMOUNT OF CONTRACT: The quantity indicated in the schedules are merely estimates based on experience. The Corporation will neither be compelled to order in quantities of any item, nor will it be limited by the quantity indicated for any item, but the quantity to be ordered will be such as may actually be required.

3. All materials, supplies and equipment received shall be subject to inspection and acceptance by Suffolk Regional Off-Track Betting Corporation and the Corporation reserves the right to use, modify at the vendor's expense, or return rejected supplies, as it deems necessary under the circumstances. Rejected supplies shall entitle the Corporation to price adjustment and/or set off, if necessary.

4. The vendor, by accepting this contract agrees to assume the defense and hold Suffolk Regional Off-Track Betting Corporation, directors, officers, employees and agents, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copyright, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under

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existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

5. The Corporation is exempt from the payment of sales and excise taxes. If a certificate of exemption from taxes levied on merchandise is needed, vendor should advise buyer and a certificate will be forwarded. The New York State Department of Taxation and Finance has ruled that, with respect to purchases made by governmental agencies, the purchase order may be accepted in lieu of a Sales Tax Exemption Certificate.

6. The vendor agrees that the Suffolk Regional Off-Track Betting Corporation, and/or the New York State Racing and Wagering Board or any of their duly authorized representatives shall, until the expiration of three years after final payment under this purchase order, have access to and the right to examine, and the vendor shall make available, any pertinent books, documents, papers and records of the vendor involving transactions relating to this contract.

7. The workmanship, quantities and qualities of goods which are to be paid for hereunder shall be free of all latent and patent defects and shall be to the satisfaction of the buyer and before final acceptance of Suffolk Regional Off-Track Betting Corporation, all matters of dispute must be adjusted to the mutual satisfaction of Suffolk Regional Off-Track Betting Corporation and the vendor. Determinations and decisions in case any questions shall arise shall constitute a condition precedent to the right of the vendor to receive any payment thereof, until the matter in question is settled.

8. The vendor agrees to permit Suffolk Regional Off-Track Betting Corporation to terminate this contract partially or in its entirety for any of the following reasons:

- a. Vendor appears insolvent.
- b. Vendor makes an assignment for the benefit of its creditors.
- c. Voluntary or involuntary petition for bankruptcy.
- d. For the convenience of Suffolk Regional Off-Track Betting Corporation.

**Suffolk Regional Off-Track Betting Corporation reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Proposer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Suffolk Regional Off Track Betting Corporation may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of this contract.** In the event the termination is made under "d" above, the vendor shall assert its claim for equitable adjustment within 90 days of such notice by submitting a claim which will indicate the portion of work performed up to day of receipt of the termination notice. The cost of work performed subsequent to the receipt of notice of termination shall be at vendor's own risk and not be permitted as an allowable item of recoverable cost. The vendor shall be reimbursed for cost incurred up to the date of notice of termination and profit thereon equal to the rate of profit he would have enjoyed at the completion of purchase order. In no event shall the vendor be reimbursed for

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anticipatory profits or any other damages alleged or actual. Any termination inventory arising out of such terminated order shall become the property of Suffolk Regional Off-Track Betting Corporation and shall be disposed of in accordance with their instructions.

9. Upon vendor's acceptance hereof, the vendor agrees to comply with and shall comply with Art. VIII, Sec. 4, of the Constitution of the State of New York and with Sections 220, 220-a, and 220-d, of the Labor Law, also Sec. 220-e of the labor law prohibiting discrimination on account of race, creed, color or national origin in hiring employees within the State of New York involved in the manufacture of materials, equipment or supplies specified herein, and with Section 5 and 12 of the Lien Law, and with Sections 85 and 85-a of the General Municipal Law as well as Sections 103-a and 103-b of said law, pertaining to disqualification of contractor for failure to waive immunity before Grand Jury and Sec. 109 of the General Municipal Law forbidding assignment of public contracts without permission of awarding officer and Sec. 108 of the General Municipal Law relating to proper workmen's compensation to be carried by contractor, as well as all other municipal ordinances and regulations, County, State, and National Law in any manner affecting this order and the goods delivered or to be delivered thereunder and shall at all times observe and comply with said ordinances, laws and regulations at his or its sole cost and expense.

10. Page 7 of All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

11. Failure to comply with any of the foregoing provisions shall be deemed a breach and violation of a material provision of this contract and a ground for cancellation thereof by the Corporation. Failure by Suffolk Regional Off-Track Betting Corporation to timely avail itself of remedies provided under law or equity in connection with this purchase order shall be deemed a waiver of any of the buyer's rights.

12. **PAYMENT AND COLLECTION OF CHARGES** – The Corporation will make every effort to pay invoices within thirty (30) days after proper delivery of merchandise and/or services.

13. Any deviations from these specifications will be considered cause for disqualification unless fully explained in a letter which must be submitted with this bid. Acceptance of such deviations shall be at the discretion of the President of the Corporation.

14. The Suffolk Regional Off-Track Betting Corporation reserves the right not to accept this bid.

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**ASSIGNMENTS – No assignment will be valid without the written consent of the Corporation.**

**15. The Corporation may procure the goods and services from other sources, other than awarded, if order cannot be filled in whole or in part, if not satisfied with the delivery delays, or in case of default of vendor, and in such case may hold the vendor responsible for any EXCESS COST, EXPENSE OR DAMAGE.**

**16. The award will be made by the Corporation to the lowest responsible bidder or the highest responsible bidders, as the case may be. In cases where two or more responsible bidders submit identical bids as to price, the Corporation may award the contract to either of such bidders. The Corporation may reject any or all bids and awards by items or as a whole, or re-advertise for new bids at their discretion.**

**17. Bidder represents that he is either a regular authorized dealer or manufacturer of the items bid upon.**

**18. Bid permits price adjustment if documentation from the manufacturer is provided to SROTB by vendor.**

**AFFIRMATION OF UNDERSTANDING**

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Each Governmental Entity covered under the State Finance Law §139-j(3) and §139-j(6) (b) must seek a written affirmation from all Offerers/bidders as to the Offerers/bidders understanding of and agreement to comply with Suffolk OTB's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractors Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW §139-K (5)**

**Offerer Certification:**

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I certify that all information provided to the Suffolk Regional Off-Track Betting Corporation with respect to State Finance Law §139-k is complete, true and accurate.

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Bidder/Proposer Name:** \_\_\_\_\_

**Bidder/Proposer Address:** \_\_\_\_\_

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## **DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

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

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**OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

**Name of Individual or Entity Seeking to Enter into the Procurement Contract:**

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Name and Title of Person Submitting this Form:** \_\_\_\_\_

\_\_\_\_\_

**Contract Procurement Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**(Please circle):**                      **No**                      **Yes**

**If yes, please answer the next questions:**

**a) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j**

**(Please circle):**                      **No**                      **Yes**

**b) Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?**

**(Please circle):**                      **No**                      **Yes**

**c) If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.**

**Governmental Entity:** \_\_\_\_\_

**Date of Finding of Non-responsibility:** \_\_\_\_\_

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**Basis of Finding of Non-Responsibility:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Add additional pages as necessary)*

- 1. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?**

**(Please circle):**      No                      Yes

**If yes, please provide details below.**

**Governmental Entity:** \_\_\_\_\_

**Date of Termination or Withholding of Contract:** \_\_\_\_\_

**Basis of Termination or Withholding:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Add additional pages as necessary)*

**Offerer certifies that all information provided to the Suffolk Regional Off-Track Betting Corporation with respect to State Finance Law §139-k is complete, true and accurate.**

**By:** \_\_\_\_\_

**Signature**

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_