



Corrections and Community Supervision

INVITATION FOR BIDS (IFB) # 2021-06 Security Apparel

Issue Date: 08/20/2021
Site Visit Date: Not Applicable
Bidder Questions Due: 09/08/2021
Response to Questions: No Later than 09/15/2021
Bid Due Date & Time: 09/30/2021 @ 9:00 am
Contract Period: 5 years

IMPORTANT: SEE NOTICE TO BIDDERS CLAUSES HEREIN

E-Mail or Facsimile Bid Submissions are NOT Acceptable

Designated Contact

Name: Robin Kuinlan, CMS I
Phone: (518) 436-7886 ext. 3135
Email: doccscontracts@doccs.ny.gov

Alternate Designated Contact

Name: Susan Dinan, CMS II
Phone: (518) 436-7886 ext. 3135
Email: doccscontracts@doccs.ny.gov

BID SIGNATURE PAGE

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with DOCCS procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). Bidders are requested to retain Appendix A and Appendix B for future reference.

Procurement Lobbying information may be accessed at: <https://ogs.ny.gov/acpl/>

Legal Business Name of Company Bidding:		NYS Vendor Identification Number: (see NYS vendor file registration clause)	
D/B/A – Doing Business As (if applicable):		Federal Tax Identification Number: (Do Not Use Social Security Number)	
Street	City	State	Zip
County			
If applicable, place an “x” in the appropriate box(es) (check all that apply)			
<input type="checkbox"/> NYS Small Business # Employees _____	<input type="checkbox"/> NYS Certified Minority-Owned Business Enterprise (MBE)	<input type="checkbox"/> NYS Certified Woman-Owned Business Enterprise (WBE)	<input type="checkbox"/> NYS Certified Service Disabled Veteran Owned Business (SDVOB)
Vendor Responsibility Questionnaire Filed Online: ____ Yes ____ No If Yes, has Bidder certified or recertified the Vendor Responsibility Questionnaire no more than six (6) months prior to the bid opening date? ____ Yes ____ No			
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? ____ Yes ____ No			
Does your bid proposal meet all the requirements of this solicitation? ____ Yes ____ No			
If you are not bidding, place an “x” in the box and return this page only. <input type="checkbox"/> WE ARE NOT BIDDING AT THIS TIME BECAUSE: _____ _____			
Phone:		Toll Free Phone:	
Email Address:		Company Web Site:	
Bidder’s Signature:		Printed or Typed Name:	
Date:		Title:	

RETURN THIS PAGE AS PART OF THE BID

CHECKLIST FOR IFB #2021-06

All bidders must complete the checklist presented below and submit the following forms listed in the checklist as required for each bid submission.

SUBMISSION DOCUMENTS PACKAGE (SIGNATURES REQUIRED)

- This Checklist
- Completed Bid Signature Page (pages 2-3)
 - Bidder's Federal Tax Identification Number
 - NYS Vendor Identification Number
 - Bidder's Signature
 - Individual, Corporation, Partnership, or LLC Acknowledgement (*must be notarized*)
- MWBE / EEO / SDVOB Forms as applicable (see pages 8-11)
Forms available at: <http://www.doccs.ny.gov/RFPs/rfps.html>
- Vendor Responsibility Questionnaire – Check one of the following:
 - Paper Submission
 - OR**
 - Electronic Filing - Certified Date: _____
(Must be certified within the last 6 months)
- Certificate of Insurance
- Proof of Compliance with Workers' Compensation Coverage Requirements
- Proof of Compliance with Disability Benefits Coverage Requirements
(Note: If the above 3 items are not submitted with bid, a tentative awardee shall provide this documentation upon notification from DOCCS)
- Bid Price Page (pages 49-50)
- Notes to Bidders and Questions (pages 51-54)
- Procurement Lobbying Certification (page 55)
- NYS Required Certifications: EO 177 & State Finance Law § 139-I (page 56)
- Vendor Assurance of No Conflict of Interest or Detrimental Effect (page 57)
- Contractor Certification Forms (*Must Be Notarized*) (page 58)
 - Form ST-220-CA

Signature: _____

Date: _____

Print Name: _____

Name of Company: _____

RETURN THIS PAGE AS PART OF THE BID

GENERAL INFORMATION

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the NYS Department of Corrections and Community Supervision (DOCCS) – Contract Procurement Unit has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS:

The NYS DOCCS Contract Procurement Unit will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

BID PREPARATION

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

BID SUBMISSION

When submitting your bid, please submit complete original bid package, including all bidder questions, Pre-production samples (pg. 23), A completed Bid Price Page (pgs 49-50), and required certifications. You are not required to return Appendix A and Appendix B to this office. You may keep all those pages for your own reference.

BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to NYS DOCCS Contract Procurement Unit **prior to** the date of the bid opening. **LATE BIDS may be rejected. E-mail bid submissions are not acceptable and will not be considered.**

- **Bid envelopes**

The envelope containing a bid should be clearly marked "**BID ENCLOSED**" and state the **Bid Number, Bid Opening Date, and Time**. Failure to complete all information on the bid envelope may necessitate the premature opening of the bid and may compromise confidentiality. See "Bid Submission" in Appendix B, General Specifications. Bids shall be delivered to:

State of New York
Department of Corrections and Community Supervision
Division of Support Operations/Contract Procurement Unit
Attn: Robin Kuinlan
550 Broadway
Menands, NY 12204
IFB #2021-06 – Security Apparel

- **FAX transmittals**

Facsimile transmittals are NOT acceptable for this solicitation.

- **Hand deliveries**

Bidders must allow extra time to comply with the security procedures which may be in effect when hand delivering bids or using deliveries by independent courier services. **Bidders assume all risks for timely, properly submitted deliveries.**

IMPORTANT BUILDING ACCESS PROCEDURES

Bidders attending bid openings must pre-register for building access by contacting Robin Kuinlan at (518) 436-7886 ext. 3135 or by emailing doccscontracts@doccs.ny.gov at least 24 hours prior to bid opening. To access the facility, all visitors must check in by presenting valid photo identification. Vendors who intend to deliver bids should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

Security Career Apparel currently in use by DOCCS is available for inspection during normal business hours (9:00 am – 3:00 pm) from 08/23/2021 to 09/03/2021 at NYS Department of Corrections and Community Supervision, Division of Support Operations, 550 Broadway, Menands, New York 12204. Please contact the designated contact to make arrangements. Questions posed during the visit will be announced and answered

for all attending to hear. Further, questions raised and verbal responses provided during the visit will be incorporated into the DOCCS' official response to questions (both written and in-person visit questions) and will be distributed to all. Verbal answers are not official answers. Only answers provided by addendum are considered official.

Any questions that cannot be answered during the visit will be answered and incorporated in DOCCS' official response to questions.

Vendors should clearly understand that the only official answers or positions of DOCCS' are those stated in writing via addendum. Verbal responses provided during the visit (or at any other time) do not represent the official answer or position of DOCCS' and DOCCS' shall not be bound in any way by any such verbal answer.

NOTE: If there are any questions Bidders would like addressed during the visit, Bidders should submit them in writing, to the designated contact prior to the date of the visit. Questions during the visit will be permitted, however, only official responses answered via addendum will be considered official.

NON-COLLUSIVE BIDDING CERTIFICATION:

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

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

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

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

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

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

INQUIRIES / ISSUING OFFICE:

All inquiries concerning this specification will be addressed to the following **Designated Contact:**

PRIMARY CONTACT

Name: Robin Kuinlan
Phone No.: (518) 436-7886 ext. 3135
E-Mail: doccscontracts@doccs.ny.gov

SECONDARY CONTACT

Name: Susan Dinan
Phone No.: (518) 436-7886 ext. 3135
E-Mail: doccscontracts@doccs.ny.gov

Contacting someone else may result in rejection of bid – see “Procurement Lobbying Act”.

All questions should be submitted in writing no later than **September 08, 2021** citing the particular bid section and paragraph number. The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

PROCUREMENT LOBBYING ACT:

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between NYSDOCCS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by NYSDOCCS, and if applicable, the Office of General Services, and/or the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. NYSDOCCS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year

period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the website: <https://ogs.ny.gov/acpl/>

PROCUREMENT LOBBYING TERMINATION:

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

DISPUTE RESOLUTION POLICY:

It is the policy of the NYSDOCCS and the Office of the State Comptroller to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYS bid solicitations or contract awards. NYSDOCCS and the Office of the State Comptroller encourages vendors to seek resolution of disputes through consultation with NYSDOCCS staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

TAX LAW § 5-A:

TAX LAW § 5-A Amended April 26, 2006 (Appendix 2):

Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

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

There are two (2) Contractor certification forms, with instructions, required for this bid. **Form ST-220-TD is to be submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.**

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or and returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

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

TERMINATION FOR VIOLATION OF REVISED TAX LAW 5-A:

NYSDOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the Contractor.

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the

Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>

DEBRIEFING:

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by DOCCS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated October 2019, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX B:

Appendix B, General Specifications (Commodities and Non-Technology Services), dated August 2012, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

CONFLICT OF TERMS AND CONDITIONS:

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

- a) Appendix A
- b) Contract resulting from this Invitation for Bid
- c) This Invitation for Bid
- d) Appendix B
- e) Bidder's Bid

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

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of DOCCS contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 0 percent for MWBE participation, 0 percent for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 0 percent for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this IFB, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this IFB pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DOCCS will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this solicitation, such finding constitutes a breach of contract and DOCCS may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact(s) for this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

1. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS for review and approval.

DOCCS will review the submitted MWBE Utilization Plan and advise the bidder of DOCCS acceptance or issue a notice of deficiency within 30 days of receipt.

2. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to DOCCS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DOCCS may disqualify a bidder as being non-responsive under the following circumstances:

- a) If a bidder fails to submit an MWBE Utilization Plan;
- b) If a bidder fails to submit a written remedy to a notice of deficiency;
- c) If a bidder fails to submit a request for waiver; or
- d) If DOCCS determines that the bidder has failed to document good faith efforts.

The successful bidder will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful bidder will be required to submit a **quarterly** MWBE Contractor Compliance & Subcontractor Payment Report to DOCCS, by the 10th day following each end of **quarter** as applicable over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a **quarterly** basis as required during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital

status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOCCS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOCCS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

EXECUTIVE ORDER NUMBER 177

Bidders must review Executive Order 177 prior to submitting bids. You may access the executive order on the Governor's website: <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>

Bidders shall complete the EO177 Certification form located within this IFB as evidence of compliance with the foregoing and submit with bid.

SEXUAL HARASSMENT PREVENTION

Pursuant to New York State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification 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 New York State Labor Law § 201-g: <https://www.nysenate.gov/legislation/laws/LAB/201-G>

New York State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of New York State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

Pursuant to New York State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above 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 bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, DOCCS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

FREEDOM OF INFORMATION LAW / TRADE SECRETS

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The

Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exemption would be effective both during and after the evaluation process.

Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information. Upon notification from DOCCS, Bidders/Contractors must provide a redacted version of the records they wish to be exempted from release.

Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Bid Signature Page. Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website:

http://www.osc.state.ny.us/vendor_management

Form to be completed: https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

NYS VENDOR RESPONSIBILITY QUESTIONNAIRE

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Welcome Package for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us/vendrep/documents/system/welcome_package.pdf or to enroll, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at:

<http://www.osc.state.ny.us/portal/contactbuss.htm>.

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

A Bidder's Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The DOCCS Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

CONFLICT OF INTEREST:

Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this IFB. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Additionally, a bidder will be required to submit the ***Vendor Assurance of No Conflict of Interest or Detrimental Effect*** form located within this IFB as evidence of compliance with the foregoing.

PUBLIC OFFICERS LAW:

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

ETHICS REQUIREMENTS:

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The

State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

SUBCONTRACTING:

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of the DOCCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities to be subcontracted to qualified, responsible subcontractors, subject to approval of the DOCCS. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance must be fully explained by the Contractor to the DOCCS. As part of this explanation, the subcontractor must submit to the DOCCS a completed *Vendor Assurance of No Conflict of Interest or Detrimental Effect* form, as required by the Contractor prior to execution of a contract.

The Contractor retains ultimate responsibility for all services performed under a contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this IFB. Unless waived in writing by DOCCS, all subcontracts between the Contractor and subcontractors shall expressly name DOCCS as the sole intended third party beneficiary of such subcontract. DOCCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make DOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against DOCCS.

DOCCS reserves the right, at any time during the contract term to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this IFB.

The Contractor shall give DOCCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under a contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of a contract.

If at any time during performance under the contract the total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

PRICE:

Price shall include all customs duties and charges and be net, FOB Destination to NYSDOCCS, Uniform Quartermaster, 550 Broadway, Menands, New York 12204, including tailgate delivery. Restricted hours and delivery notification as designated by DOCCS. Note: Prices must be rounded to the nearest cent.

MINIMUM ORDER:

Minimum order shall be 30 pieces per item.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis (see PRICE). All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

METHOD OF AWARD:

Award(s) shall be made to the lowest price of the **Grand Total by Lot. All qualified bids will be evaluated and award(s) will be based on** the lowest price to the responsive and responsible bidder(s) as determined by consideration of:

1. Price
2. Conformity with bid specifications and terms & conditions of this IFB
3. Quality of item offered
4. Samples, and evaluation of the samples
5. Suitability of items(s) for intended use
6. Guaranteed delivery schedule
7. References
8. General reputation and performance capabilities of Vendor

EQUAL LOW BIDS (TIE BIDS):

(a) DOCCS shall resolve a tie bid in the following order of priority when two or more low bids are equal in all respects:

- 1) Certified New York State Minority or Woman Owned Business Enterprise (MWBE)
- 2) Certified New York State Service Disabled Veteran Owned Business (SDVOB)
- 3) Certified New York State Disadvantaged Business Enterprise (DBE)
- 4) Small New York State Business
- 5) New York State Vendor
- 6) Small Business (other than located in New York State)
- 7) Previous Vendor

(b) If two or more bidders still remain equally eligible after application of paragraph (a) of this section, award shall be made through a drawing limited to those bidders. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

MINOR DEVIATIONS (s)/MINOR TECHNICALITY:

DOCCS reserves the right to have the flexibility to consider bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

“OR EQUAL”:

The State reserves the right to determine if a product/service is 'equal' to bid specifications. Bids with minor deviations or technicalities may be waived if consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible (see GUARANTEED DELIVERY).

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency.

PURCHASE ORDERS:

All orders will be placed via purchase order by NYSDOCCS Support Operations Unit. Purchase orders are effective and binding upon the CONTRACTOR when placed in the mail and addressed to the CONTRACTOR at the address shown herein. Product is required as soon as possible (see GUARANTEED DELIVERY). Delivery shall be made in accordance with instructions on Purchase Order from each agency and IFB# 2021-06. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency.

CONTRACT PAYMENTS:

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electric payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a Statewide Financial System (SFS), the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when

they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

BILLING:

Payment will be based on an invoice used in the supplier's normal course of business. Each company invoice must be itemized and include the following information:

1. A unique invoice number
2. NYS Contract Number
3. Contractor's New York State Supplier (Vendor) ID
4. Purchase Order Number
5. PO Line Number and Description

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by DOCCS.

All Invoices are to be submitted for payment to:
Business Service Center Accounts Payable -or- accountspayable@ogs.ny.gov
1220 Washington Ave., Building 5, 5th Floor
Albany, NY 12226

INTEREST:

Interest on late payment is governed by State Finance Law, Section 179-M.

ESTIMATED/SPECIFIC QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" in Appendix B, General Specifications.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a period of five (5) years, as stated on this Invitation for Bid except that the commencement and termination dates appearing on the Invitation for Bid may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two-month period, the State reserves the right to proceed with an award to another bidder.

If mutually agreed between the Department of Corrections and Community Supervision and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

REJECTION:

The State reserves the right to reject an obviously 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 would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the State. Options contained in this paragraph shall also be at the State's sole discretion.

PRICE ADJUSTMENT:

Price adjustments may be considered on an annual basis at least 45 days prior to the requested effective date of the increased prices. Request for price increases must be supported by written verification from the manufacturer of general price increase that clearly outlines related cost increases incurred by the contractor during the past 12 months. Only manufacturer's increase will be considered, no additional vendor increases may be added. The Department reserves the right to reject any such request for reasonable cause.

Price increases must be approved by facility Purchasing Office. The facility Purchasing Office will verify acceptance and notify the contractor. No increase in price shall be initiated until contractor receives approval by DOCCS.

TERMINATION

DOCCS retains the right to cancel any agreement(s) that result from this IFB for the following reasons outlined below.

- A. Mutual Consent: All or any part of this Agreement may be terminated by mutual written agreement of the contracting parties
- B. Cause: All or any part of this Agreement may be terminated immediately by DOCCS, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Agreement
- C. Convenience: This Agreement may be terminated if DOCCS deems that termination would be in the best interest of DOCCS, provided that DOCCS shall give written notice to the Contractor not less than thirty (30) prior to the date upon which termination shall become effective.
- D. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Agreement, the Agreement may be terminated or reduced at DOCCS' discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State. In any event, no liability shall be incurred by the State beyond monies available for the purposes of the Agreement. The Contractor acknowledges that any funds due to the State because of disallowed expenditures after audit shall be the Contractor's responsibility.
- E. State Finance Law § 139-k: This Agreement may be terminated in the event it is found that the certification filed by the Contractor during the procurement process as required by New York State Finance Law § 139-k was intentionally false or intentionally incomplete.
- F. Bankruptcy: This Agreement may be deemed terminated immediately at the option of the State upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the State to the Contractor.

In the event of termination, the Contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to DOCCS, in DOCCS' sole discretion. In the event of suspension, the Contractor shall be entitled to compensation for non-suspended Services which are acceptable to DOCCS, in its sole discretion.

WARRANTIES:

See "Warranties" in Appendix B, Specifications.

At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability. Product literature and specification must also be available.

QUALIFICATION OF BIDDER:

Bidder must maintain a business establishment with adequate inventory of the product offered, and must be capable of processing and shipping order.

DOCCS may require a certificate from the bidder showing the number of years the bidder has been active in selling the product offered and the size and location of the inventory regularly maintained.

Bids will be accepted only from established manufacturers or their authorized dealers. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with product required by the dealer in fulfillment of its obligation under resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support, if requested.

DOCCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract. See "Performance Qualifications," "Disqualification for Past Performance" and "Employees/Subcontractors/Agents" in Appendix B, Specifications.

LEGAL COMPLIANCE:

Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of DOCCS that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by DOCCS. Failure to comply or failure to provide proof may constitute grounds for DOCCS to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by DOCCS.

CERTIFICATE OF INSURANCE:

Bidders must have the necessary insurance to comply with New York State requirements. **A copy of that insurance certificate shall be submitted from the successful bidder.**

Prior to providing any service to the State of New York, the bidder must provide another copy of the insurance certificate naming the State of New York and New York State Department of Corrections and Community Supervision as "additional named insured" in its liability policy.

WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

1. Proof of Compliance with Workers' Compensation Coverage Requirements:

An ACORD form is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:

- A) Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to DOCCS at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov); (Reference applicable IFB# on the form.)
- B) Certificate of Workers' Compensation Insurance:
 - 1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or
 - 2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to NYS DOCCS Central Office.
- C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

2. Proof of Compliance with Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall:

- A) Be legally exempt from obtaining disability benefits coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Board-approved self-insured employer.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to DOCCS at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov); (Reference applicable IFB # on the form.)
- B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
- C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:
NYS DOCCS as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)

Workers' Compensation - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

Exemption - http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

REFERENCES:

As per the "Vendor Responsibility Disclosure" clause, bidders **must provide a minimum of five (5) references**, including references from two of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

- Name, address, contact person, telephone number, fax number, and number of years bidder has serviced the referenced account;
- Volume of business performed within the past three years for each referenced account.

FINANCIAL STABILITY:

As per the "Vendor Responsibility Disclosure" clause, bidder may be required to document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when re-manufacturer does not offer new equipment. See "Recycled or Recovered Materials" in Appendix B, General Specifications.

INFORMATION TO BE FURNISHED WITH BID:

The bidder shall submit with its bid detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

PREFERRED SOURCE NOTE:

All bidders should note that certain legally established preferred source suppliers, such as Correctional Industries (Corcraft), New York State Preferred Source Program For People Who Are Blind, and NYS Industries for the Disabled have expressed an interest in supplying products/services covered by this solicitation. Therefore, one or more of these suppliers may be designated as a "Preferred Source" and as a result, we may issue no award for the products/services affected.

GENERAL REQUIREMENTS

The Bidder agrees:

1. to adhere to all State and Federal laws and regulations in connection with the contract; and,
2. to notify DOCCS of any changes in the legal status or principal ownership of the firm, forty-five (45) days in advance of said change.
3. that in any contract resulting from this IFB, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,
4. that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.
5. that for reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. that the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
7. that the Commissioner of DOCCS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
8. that should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.
9. **Inspection** – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
10. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this IFB and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
11. that it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

PROCUREMENT RIGHTS

The State of New York DOCCS reserves the rights for the following:

1. Reject any or all proposals received in response to the IFB/RFP;
2. Withdraw the IFB/RFP at any time, at the agency's sole discretion;
3. Make an award under the IFB/RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB/RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB/RFP;
7. Prior to the bid opening, amend the IFB/RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB/RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the IFB/RFP in the best interest of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of ninety days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such ninety days, any offer is subject to withdrawal communicated in a writing signed by the offerer, and;
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

Please Note: The State is not liable for any costs incurred by Bidders in the preparation and production of bids or for any work performed prior to the issuance of a contract.

SCOPE OF SERVICES

SCOPE:

The purpose of this solicitation is to acquire Correction Officer Apparel that meet the general requirements and detailed specifications of this IFB. Contractors will not be required to maintain inventory of finished products, but must be able to satisfy all orders in the guaranteed delivery time not to exceed 120 days after receipt of order.

PRODUCT DELIVERY:

In addition to the provisions of "DELIVERY" on page 14, "PRICE" on page 15, and Paragraph 44 Product Delivery of Appendix B – DOCCS General Specifications, it shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. The Contractor shall make delivery within the terms and conditions of the contract after the receipt of a purchase order. The decision of DOCCS as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the NYS Department of Correctional Services, Support Operations, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by NYS Department of Corrections & Community Supervision, Support Operations. **Failure to meet such time schedule may be grounds for cancellation of the order or, in the NYS Department of Corrections & Community Supervision, Support Operations discretion, termination of the Contract. Failure to meet such time schedule may also subject the Contractor to liquidated damages at the discretion of the State or Authorized User. Liquidated damages shall be calculated as one (1) percent of the total outstanding order per day until the entire order is received in accordance with the terms of the contract. Liquidated damages shall be deducted or offset by the State or Authorized User from payments due, or to become due, the Contractor on the same or another transaction.**

GUARANTEED DELIVERY:

Timeframes for initial order deliveries will likely be longer than the guaranteed delivery timeframes. The vendor's actual timeframes for initial delivery must be discussed with DOCCS upon notice of tentative contract award. If unable to reach agreement with the tentative awardee on a mutually acceptable delivery timeframe, DOCCS reserves the right to withdraw the offer and proceed to award a contract to the next lowest bidder. Items required herein are considered by the State as ongoing needs and shall be guaranteed by the resulting contractor not to exceed 120 days after receipt of purchase order. Accordingly, bidder deviation from this delivery time frame may be considered sufficient grounds for contract termination due to Contractors need to operate in a timely -manner. Delivery shall be made in accordance with instructions on Purchase Order from each agency and in accordance with IFB# 2021-06. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from DOCCS.

PACKAGING:

Unless otherwise specified, all products shall be packaged according to best industry practices with each package individually wrapped, except **no metal banding, clips, clamps, or staples are allowed. Plastic wrapping is acceptable** to completely protect products from damage and soiling in transit to and handling at the facility.

Carton shall be marked with total weight, number of items, contract number, purchase order number, DOCCS Support Operations product code number and carton count (1 of _ , 2 of _ , etc.). Vendor(s) should also package according to product and size.

CONTRACTOR'S NOTES:

1. Contractor shall furnish the agency with written acknowledgement of the shipping date at least 48 hours prior to shipment. Failure to comply may be cause for the initiation of contract default proceedings.
2. If shipment will not be made within the guaranteed delivery time, the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the products will be shipped. Should the delay be not acceptable DOCCS, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

LIQUIDATED DAMAGES:

In the event of a delay or default in any delivery, providing such delay or default is not directly attributable to a material fault of the ordering agency, the agency shall be entitled to and shall assess against the vendor as liquidated damages, and not be ware of penalty, a sum calculated as follows: One hundred (\$100.00) dollars

per day per truckload delivery to compensate for delay, and other losses, detriments and inconveniences attendant upon such delay from the end of the grace period commencing from the time delivery was due under the contract. A grace period of seven (7) calendar days commencing on and including the contract date for delivery shall be extended to the vendor prior to the assessment of such liquidated damages. Notice is hereby given to the vendor that despite the extensions of the grace period herein specified - **time shall be and is of the essence in regard to delivery of the product.**

Furthermore, notice is hereby given that, where the delay in delivery is directly attributable to the manufacturer of the fabric, the vendor remains responsible for and the state may assess such liquidated damages. Such manufacturer based delay in delivery beyond 30 days may also constitute grounds for the state to terminate for its cause and convenience the contract at no expense or cost to the state at the state's sole option and discretion.

Liquidated damages, if assessed, shall be deducted from the purchase order price for each shipment delivered against such purchase order.

QUALITY CONTROL:

It is essential that the contractor apply tight Quality Control in all aspects of the manufacturing process to insure that finished product is of good quality material and delivered in a timely fashion. DOCCS provides uniforms to all correctional officers in New York State. All products received must be able to be used as anticipated to fill orders on time.

SAMPLES:

The bidder shall submit, for each lot bid on, representative sample(s) of each item listed in Lot I through Lot VI as indicated in the following bid specifications. **A detailed description of the bidder's manufacturing method must also be submitted with each sample.**

Material

Materials must be pre-cured and pre-shrunk fabric. The yarn must be of intimate blend of polyester and cotton fiber.

Standard Samples

The products being purchased must be equal to the bid sample being provided.

Bidder Supplied Samples

The sample(s) shall be supplied at the bidder's expense. The successful bidder's sample(s) shall be retained for the duration of the contract, or at the discretion of the State of New York. DOCCS reserves the right to request from the Bidder/Contractor additional sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, such samples shall be furnished within the time specified in the request.

Samples must be submitted free of charge and be accompanied by the Bidder's name and address and any descriptive literature relating to the Product. The sample(s) shall be labeled, and the package labeled, with the Invitation for Bids Number, Item Number and Bid Date.

Samples must be representative of the bidders offering and must conform to the required specifications. The bid will be rejected when the sample provided does not meet the required specifications.

Enhanced Samples (if applicable)

When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, DOCCS may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

Contract Award Testing

Samples will be tested by DOCCS for compliance as required in the detailed specifications for the following properties:

- Fiber Content
- Weight
- Tensile Strength

Conformance with Sample(s)

Submission of a sample (whether or not such sample is tested for all properties) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of DOCCS the sample or product submitted is

not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, DOCCS may reject the Bid. If after award the contractor fails to meet conformance of all detailed specifications, DOCCS may cancel the Contract at the expense of the Contractor.

DOCCS reserves the right to request additional samples at no cost to the State as required for evaluation. Sample may be held by DOCCS during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. The samples shall become the sole property of DOCCS at the conclusion of the holding period.

A successful bidder who receives a contract based on his bid samples must deliver the same quality and identity as the bid samples. Failure to do so may result in cancellation of the contract and disqualification of the bidder from receiving future awards.

PRE-PRODUCTION SAMPLES:

All bidders must submit 1 yard of each material of the pre-production samples to be tested by DOCCS prior to contract award.

The Pre-production samples must be received with the bid or the bid will not be considered. The bidder shall submit a sample of, for each lot bid on, each item listed in Lot I through Lot VI as indicated in the following pages of the bid specifications. The samples shall be of the same material, quality, style, construction, workmanship, pantone, and finish as required on the bid. Pre-Production samples submitted with the bid do not have to be the same color as Materials shall be pre-cured and pre-shrunk fabrics. The yarns shall be of intimate blend of polyester and cotton fiber.

Emblems only for pre-production samples: Each shirt shall have one insignia and one American flag patch, provided by Bidder (**this one time only**), sewn on by the contractor as follows: Bidder’s insignia located on left sleeve 1/2 “below shoulder seam, centered. American flag patch located on right sleeve 2” from the shoulder seam, centered. Upon award(s), DOCCS **will provide** contractor(s) with the Agency insignia and American flag patches, to be sewn on by the contractor, for each shirt ordered. Patches need to be sewn on the pre-production samples submitted with a vendor’s bid.

All Pre-production samples are to be submitted in size large (L) for shirts and blouses and size 36 for trousers and 30 for slacks inseam length 36 inches unhemmed, according to vendor manufacturing standards. The bidder shall submit their company’s US standard clothing chart with this bid. Vendor’s may use the size Large listed in their size chart that equates to the requested size.

The successful bidder’s sample shall be retained until the expiration of the contract or at the discretion of the State. The sample(s) shall be labeled on the exterior of the package with the Invitation for Bid Number, Bid Opening date and Lot Number.

NOTE: Products purchased will be inspected by DOCCS to ensure they meet the quality and quantity requirements of the Specifications. When deemed necessary by DOCCS, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis shall be borne by the contractor.

POST BID PRE-PRODUCTION SAMPLES:

Subsequent to the award, but prior to any deliveries, contractor will be required to submit a pre-production sample meeting all requirements of specification, including color. Production shall not begin until DOCCS has approved production samples.

LOTS I AND II COLORS: LIGHT BLUE AND WHITE BLOUSES/SHIRTS:

PHYSICAL PROPERTIES		
CHARACTERISTICS	REQUIREMENT	TEST METHOD
Fiber Content	75% Polyester /25% Cotton (±5%) 65/35 warp Texture 150 polyester Fill	ASTM D629 AATCC 20/20A
Width	61” cutable Minimum	ASTM D3774 Option B
Weight	4.15 oz./sq. yd. (± 5%)	ASTM D3776 Option B
Weave	Plain Poplin	
Tensile Strength	Warp-116 lbs. (-3% + Limitless) Fill- 116 lbs. (-3% + Limitless)	ASTM D5034 – Grab Method – Part 3.1
Construction	102 Warp (±3) 54 Fill (±3)	ASTM D3775-08
Pilling	3.5	ASTM D3512

Appearance	3.5	AATCC 124
Shrinkage (3W-105) (3W-165)	3.0 x 3.0 Maximum 3.0 x 3.0 Maximum	AATCC 135
Tear W x F	Warp 4lbs Minimum Fill 7lbs Minimum	ASTM 1424

Color Fastness:

Material should meet the listed Level of Compliance when tested according to the indicated test method.

PROPERTY	ACCEPTABLE LEVEL OF COMPLIANCE	TEST METHOD
Fade due to light (20 hr.)	Class 4	AATCC 16E
Laundering Shade Change Stain-Dacron Stain-Cotton Soil Release Smoothness Appearance Wicking Properties	Class 3 Class 3 Class 3 Grade 3 or higher DP 3.5 Rating Horizontal 3.5 seconds	AATCC 61-IIIA AATCC 61-IIIA AATCC 61-IIIA AATCC 130 AATCC 124-VA AATCC 198-2011

DOCCS	Pantone Name	Pantone #
Light Blue	Blue Bell	14-4121 TCX
White	Bright White	11-0601 TCX

LOTS III, IV AND V: GREY SHORT SLEEVE AND LONG SLEEVE BLOUSES/SHIRTS, NAVY BLUE SLACKS/TROUSERS & GREY SLACKS/TROUSERS:

PHYSICAL PROPERTIES		
CHARACTERISTICS	REQUIREMENT	TEST METHOD
Fiber Content	65%/35% polyester/cotton +/-5%	ASTM D629
Width	61" cutable width minimum	ASTM D3774
Weight	7.5 – 8.0 oz/sq. yd.	ASTM D3776 A & C
Weave	2/1 right or left hand twill	Visual observation
Threads/Inch	Warp 80 minimum Fill 40 minimum	ASTM D3775
Breaking Strength	Warp 189 lbs. minimum Fill 115 lbs. minimum	ASTM D5034 Grab Method-Part 3.1
Shrinkage	3% Warp/Fill (Max.)	Measure after 3 Wash cycles In Terg-O-tometer. Medium: Distilled water Agitation: 150RPM Water Temp: 140F Washing time: 15 min. Drying method: Screen @ 105 degrees centigrade +/- 2 deg Swatch Size: 15" x15" Bench Marks: 10" length/width or AATCC 135

COLOR FASTNESS:

Material should meet the listed Level of Compliance when tested according to the indicated test method.

PROPERTY	ACCEPTABLE LEVEL OF COMPLIANCE	TEST METHOD
Fade due to light (20 hrs.)	Class 4	AATCC 16E

Laundering Shade Change Stain-Dacron Stain-Cotton Soil Release	Class 3 Class 3 Class 3 Grade 3 or higher	AATCC 61-III A AATCC 61-III A AATCC 61-III A AATCC 130
Smoothness appearance	Dp3.5 Rating	AATCC 124-VA

DOCCS	Pantone Name	Pantone #
Medium Grey	Cloudburst	17-1502 TCX
Navy Blue	Dark Navy	19-4013 TCX

LOT VI: NAVY BLUE TURTLENECKS:

Part#1-TUBULAR KNIT FABRIC (Navy Blue)

Size Ranges: 18", 20", 24" 26", 28" 30" and 32" tubular
 Knit Construction: 1x1 knit jersey
 Fiber Content: 100% combed cotton
 Weight: 6 oz. per sq. yard (+/-5%)
 Finish: Pre-shrunk and anti curl treated
 Wales: 23 per inch
 Courses: 34 per inch
 Bursting strength: 95 lbs.
 Quantity: As called for in solicitation (LOT VI)
 Roll weight: 40 lbs.

Part#2-TUBULAR RIB KNIT FABRIC (Navy Blue)

Size: 20" tubular
 Knit Construction: 1x1 rib knit
 Fiber Content: 95% cotton (+/-5%)
 5% Lyra (+/-5%)
 Weight: 6.5 oz. per sq. yard (+/-5%)
 Yard Size: Minimum 36 singles
 Quantity: As called for in solicitation
 Roll Weight: 40 lbs. approx..
 Finish: Pre-shrunk and anti-curl treated

COLOR & TESTING SPECIFICATIONS:

Colorfastness to level 3 per AATCC method 61 (successful bidder to submit 1 yd. for testing prior to shipping).
 Permission to ship in satisfaction of purchase order(s) will be given only after color match is confirmed.

FINISH:

In addition to being pre-shrunk and anti-curl treated the finished fabric shall show fastness to light, laundering and perspiration.
 The finished fabric shall show fastness to crocking and shall resist pilling.

COLOR FASTNESS:

DOCCS	Pantone Name	Pantone #
Navy Blue	Dark Navy	19-4013 TCX

TESTING METHOD:

Testing will be done using the "Hunter Colorflex" model CX1609. The Color Scale will be CIELAB, the illuminant D65, the observer angle 10 degrees, Difference Decmc, 1:c ratio of 2:1, The commercial factor shall be 1.25.

The final color (mill) standard shall be established as follows. After award of the contract, the successful bidder (Contractor) shall be supplied by DOCCS with the appropriate visual standard. The visual standard will be a

“Pantone Textile” card of the appropriate color and reference number for the color on contract. The vendor will furnish a sample of the contracted fabric finished to match the visual standard or card as seen by the computer in the testing method above. If the furnished sample matches the “card”, the vendor will finish the “lot” or order accordingly.

Upon receipt of the “shipment” of finished material, DOCCS will compare the shipment to the computer standard. If this shipment “lot” passes inspection and is accepted per the terms of the contract, the computer standard will be altered to reflect the values represented by the actual material of this delivery. All subsequent deliveries will be compared to this standard on a pass/fail basis in accordance with the procedure outlined above.

LOT I**Short Sleeve Blouses/Shirts and Long Sleeve Blouses/Shirts – Light Blue****1. FEMALE SHORT SLEEVE BLOUSE – Light Blue**

Fabric: Fabric to be Plain Weave Poplin, 75% Dacron Polyester/25% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 4.15 oz/sq. yd.

Color: Light Blue – Reference Pantone Name: Blue Bell, Pantone #14-4121TCX.

Style: This women's short sleeve shirt has a banded collar with eyelets, plain front and mitred chest pockets.

Tailoring: All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.

Collar: Banded collar shall be two pieces and to measure 3" long at points and 1-1/2" wide at back. The collar is to be constructed of two plies of basic material and one ply of interlining. The collar is to be single stitched 1/4" from edge.

The collar shall be made with permanent collar stays. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide and attached to the bottom collar along the front edge of the collar.

Eyelets having 1/8" diameter opening shall be sewn 2" from collar point and 1-1/8" from finished collar edge.

Sleeves: Sleeves are to be straight and whole and have a 1" hem. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.

The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

Front: The left front shall have a Revere 2-1/4" wide extending from collar band to the bottom of the shirt provided by a turn-under of material. There shall be six 23 ligne buttons sewn to the left front, 3 1/2" apart. The right front shall have a 2-1/4" Revere, with six buttonholes, placed to correspond with the buttons on the left side.

Pockets: There are two plain chest pockets with mitred corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.

There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.

Back: The back yoke shall be of double thickness of material with a clean finished seam with two darts at the waist.

Buttons: All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be white.

Emblems: Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve

1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.

- Interlining:** Collar top fuse lining to be CK331.
- Workmanship:** All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
- Labels:** Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
- Pressing and Packaging:** Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.
- Sizes:** 26 through 58

2. MALE SHORT SLEEVE SHIRT – Light Blue

- Fabric:** Fabric to be Plain Weave Poplin, 75% Dacron Polyester/25% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 4.15 oz/sq. yd.
- Color: Light Blue – Reference Pantone Name: Blue Bell, Pantone #14-4121TCX.
- Style:** This men's short sleeve shirt has a banded collar with eyelets, plain front and mitred chest pockets.
- Tailoring:** All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
- Collar:** Banded collar shall be two pieces and to measure 3" long at points and 1-1/2" wide at back. The collar is to be constructed of two plies of basic material and one ply of interlining. The collar is to be single stitched 1/4" from edge.
- The collar shall be made with permanent collar stays. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide and attached to the bottom collar along the front edge of the collar.
- Eyelets having 1/8" diameter opening shall be sewn 2" from collar point and 1-1/8" from finished collar edge.
- Sleeves:** Sleeves are to be straight and whole and have a 1" hem. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.
- The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.
- Front:** The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turn-under of material. There shall be six 23 ligne buttons sewn to the right front, 3-1/2" apart. The left front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the right side.
- Pockets:** There are two plain chest pockets with mitred corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.
- There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.

Back:	The back yoke shall be of double thickness of material with a clean finished seam.
Buttons:	All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be white.
Emblems:	Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
Interlining:	Collar top fuse lining to be CK331.
Workmanship:	All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
Labels:	Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
Pressing and Packaging:	Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.
Sizes:	Small through 8x Large, Regular and Tall

3. FEMALE LONG SLEEVE BLOUSE – Light Blue

Fabric:	Fabric to be Plain Weave Poplin, 75% Dacron Polyester/25% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 4.15 oz/sq. yd. Color: Light Blue – Reference Pantone Blue Bell #14-4121TCX.
Style:	This woman's long sleeve shirt has a banded collar with eyelets, plain front and mitred chest pockets, and rounded cuffs.
Tailoring:	All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
Collar:	The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button and one horizontal button hole. The leaf shall be made of three pieces; two pieces of self-cloth and one whole lining, which is to be fused to the top collar. Permanent collar stays to be secured to bottom ply. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide. The stays shall be held in place by forming the eyelet through them. The eyelets shall be placed on both collar points and shall be located 2-1/8" up from the collar point and 1" from either side.
Sleeves:	To be straight and whole. The cuffs are to be 2-5/8" in width and to have one button and one buttonhole. There is to be 1/4" topstitch around the cuff. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.
Front:	The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turn-under of material. There shall be six 23 ligne buttons sewn to the left front, 3-1/2" apart. The right front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the left side.

- Pockets:** There are two plain chest pockets with mitered corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.
- There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.
- Back:** The back yoke shall be of double thickness of material with a clean finished seam with two darts at the waist.
- Buttons:** All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be white.
- Emblems:** Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
- Interlining:** Collar top fuse lining to be CK331. Band to be EZ Crease. Cuffs to be H'Press.
- Workmanship:** All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
- Labels:** Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
- Pressing and Packaging:** Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.
- Sizes:** 26 through 58

4. MALE LONG SLEEVE SHIRT– Light Blue

- Fabric:** Fabric to be Plain Weave Poplin, 75% Dacron Polyester/25% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 4.15 oz/sq. yd.
- Color: Light Blue – Reference Pantone Blue Bell #14-4121TCX.
- Style:** This men's long sleeve shirt has a banded collar with eyelets, plain front and mitred chest pockets, and rounded cuffs.
- Tailoring:** All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
- Collar:** The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button and one horizontal button hole.
- The leaf shall be made of three pieces; two pieces of self-cloth and one whole lining, which is to be fused to the top collar.
- Permanent collar stays to be secured to bottom ply. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide. The stays shall be held in place by forming the eyelet through them. The eyelets shall be placed on both collar points and shall be located 2-1/8" up from the collar point and 1" from either side.
- Sleeves:** To be straight and whole. The cuffs are to be 2-5/8" in width and to have one button and one buttonhole. There is to be 1/4" topstitch around the cuff. Sleeves shall be graded in

length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.

- Front:** The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turn-under of material. There shall be six 23 ligne buttons sewn to the right front, 3 1/2" apart. The left front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the right side.
- Pockets:** There are two plain chest pockets with mitered corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.
- There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.
- Back:** The back yoke shall be of double thickness of material with a clean finished seam.
- Buttons:** All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be white.
- Emblems:** Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
- Interlining:** Collar top fuse lining to be CK331. Band to be EZ Crease. Cuffs to be H'Press.
- Workmanship:** All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
- Labels:** Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
- Pressing and Packaging:** Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.
- Sizes:** **Neck** - 14.5" through 22.5" (all inclusive in 1/2" increments), **Sleeve Length** – 29/30" through 37/38", regular and tall sizes.

LOT II**Short Sleeve Blouses/Shirts and Long Sleeve Blouses/Shirts - White****1. FEMALE SHORT SLEEVE BLOUSE – White**

- Fabric:** Fabric to be Plain Weave Poplin, 75% Dacron Polyester/25% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 4.15 oz/sq. yd.
- Color: White– reference Pantone Name: Bright White #11-0601TCX.
- Style:** This women's short sleeve shirt has a banded collar, plain front and mitred chest pockets.
- Tailoring:** All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
- Collar:** Banded collar shall be two pieces and to measure 3" long at points and 1-1/2" wide at back. The collar is to be constructed of two plies of basic material and one ply of interlining. The collar is to be single stitched 1/4" from edge.
- The collar shall be made with permanent collar stays. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide and attached to the bottom collar along the front edge of the collar.
- Sleeves:** Sleeves are to be straight and whole and have a 1" hem. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.
- The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.
- Front:** The left front shall have a Revere 2-1/4" wide extending from collar band to the bottom of the shirt provided by a turn-under of material. There shall be six 23 ligne buttons sewn to the left front, 3-1/2" apart. The right front shall have a 2-1/4" Revere, with six buttonholes, placed to correspond with the buttons on the left side.
- Pockets:** There are two plain chest pockets with mitered corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.
- There should be a pencil stitch pocket in the right side of the left pocket, 1-1/4" x 5 7/8" deep.
- Back:** The back yoke shall be of double thickness of material with a clean finished seam with two darts at the waist.
- Buttons:** All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be white.
- Emblems:** Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
- Interlining:** Collar top fuse lining to be CK331.

Workmanship:	All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
Labels:	Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
Pressing and Packaging:	Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.
Sizes:	26 through 58

2. MALE SHORT SLEEVE SHIRT – White

Fabric:	Fabric to be Plain Weave Poplin, 75% Dacron Polyester/25% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 4.15 oz/sq. yd. Color: White – Reference Pantone Bright White #11-0601TCX
Style:	This men's short sleeve shirt has a banded collar, plain front and mitred chest pockets.
Tailoring:	All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
Collar:	Banded collar shall be two pieces and to measure 3-1/4" long at points and 1-5/8" wide at back. The collar is to be constructed of two plies of basic material and one ply of interlining. The collar is to be single stitched 1/4" from edge. The collar shall be made with permanent collar stays. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide and attached to the bottom collar.
Sleeves:	Sleeves are to be straight and whole and have a 1" hem. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart. The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.
Front:	The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turn-under of material. There shall be six 23 ligne buttons sewn to the right front, 3-1/2" apart. The left front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the right side.
Pockets:	There are two plain chest pockets with mitred corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down. There should be a pencil stitch pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.
Back:	The back yoke shall be of double thickness of material with a clean finished seam.
Buttons:	All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be white.
Emblems:	Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve

1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.

Interlining: Collar top fuse lining to be CK331.

Workmanship: All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.

Labels: Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.

Pressing and Packaging: Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.

Sizes: Small through 8x Large, Regular and Tall sizes.

3. FEMALE LONG SLEEVE BLOUSE – White

Fabric: Fabric to be Plain Weave Poplin, 75% Dacron Polyester/25% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 4.15 oz/sq. yd.

Color: White – Reference Pantone Bright White #11-0601TCX.

Style: This woman's long sleeve shirt has a banded collar, plain front and mitred chest pockets, and rounded cuffs.

Tailoring: All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.

Collar: The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button and one horizontal button hole.

The leaf shall be made of three pieces; two pieces of self-cloth and one whole lining, which is to be fused to the top collar.

Permanent collar stays to be secured to bottom ply. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide and attached to the bottom collar.

Sleeves: To be straight and whole. The cuffs are to be 2-5/8" in width and to have one button and one buttonhole. There is to be 1/4" topstitch around the cuff. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.

Front: The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turn-under of material. There shall be six 23 ligne buttons sewn to the left front, 3 1/2" apart. The right front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the left side.

Pockets: There are two plain chest pockets with mitred corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.

There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.

Back: The back yoke shall be of double thickness of material with a clean finished seam with two darts at the waist.

Buttons:	All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be white.
Emblems:	Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
Interlining:	Collar top fuse lining to be CK331. Band to be EZ Crease. Cuffs to be H'Press.
Workmanship:	All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
Labels:	Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
Pressing and Packaging:	Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.
Sizes:	26 through 58

4. MALE LONG SLEEVE SHIRT – White

Fabric:	Fabric to be Plain Weave Poplin, 75% Dacron Polyester/25% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 4.15 oz/sq. yd. Color: White – Reference Pantone Bright White #11-0601TCX.
Style:	This men's long sleeve shirt has a banded collar, plain front and mitred chest pockets, and rounded cuffs.
Tailoring:	All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
Collar:	The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button and one horizontal button hole. The leaf shall be made of three pieces; two pieces of self-cloth and one whole lining, which is to be fused to the top collar. Permanent collar stays to be secured to bottom ply. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide and attached to the bottom collar.
Sleeves:	To be straight and whole. The cuffs are to be 2-5/8" in width and to have one button and one buttonhole. There is to be 1/4" topstitch around the cuff. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.
Front:	The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turn-under of material. There shall be six 23 ligne buttons sewn to the right front, 3 1/2" apart. The left front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the right side.
Pockets:	There are two plain chest pockets with mitred corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.

There should be a pencil stitch pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.

- Back:** The back yoke shall be of double thickness of material with a clean finished seam.
- Buttons:** All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be white.
- Emblems:** Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
- Interlining:** Collar top fuse lining to be CK331. Band to be EZ Crease. Cuffs to be H'Press.
- Workmanship:** All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
- Labels:** Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
- Pressing and Packaging:** Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.
- Sizes:** **Neck** – 14.5" through 22.5" (all-inclusive in 1/2" increments), **Sleeve Length** – 29/30" through 37/38", Regular and Tall sizes.

LOT III**Short Sleeve Blouses/Shirts and Long Sleeve Blouses/Shirts – Grey****1. FEMALE SHORT SLEEVE BLOUSE – Grey**

- Fabric:** Fabric to be Weave Twill, 65% Dacron Polyester/35% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 7.5 -8.0 oz/sq. yd.
- Color: Medium Grey – Reference Pantone #17-1502TCX.
- Style:** This women's short sleeve shirt has a banded collar with eyelets, plain front and mitred chest pockets.
- Tailoring:** All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
- Collar:** Banded collar shall be two pieces and to measure 3" long at points and 1-1/2" wide at back. The collar is to be constructed of two plies of basic material and one ply of interlining. The collar is to be single stitched 1/4" from edge.
- The collar shall be made with permanent collar stays. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide and attached to the bottom collar along the front edge of the collar.
- Eyelets having 1/8" diameter opening shall be sewn 2" from collar point and 1-1/8" from finished collar edge.
- Sleeves:** Sleeves are to be straight and whole and have a 1" hem. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.
- The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.
- Sizes:** 26 through 58
- Front:** The left front shall have a Revere 2-1/4" wide extending from collar band to the bottom of the shirt provided by a turnunder of material. There shall be six 23 ligne buttons sewn to the left front, 3-1/2" apart. The right front shall have a 2-1/4" Revere, with six buttonholes, placed to correspond with the buttons on the left side.
- Pockets:** There are two plain chest pockets with mitered corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.
- There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.
- Back:** The back yoke shall be of double thickness of material with a clean finished seam. Shall be fitted by means of two darts at the waist..
- Buttons:** All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be grey.
- Emblems:** Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve

1/2 " below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.

- Interlining:** Collar top fuse lining to be CK331.
- Workmanship:** All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
- Labels:** Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
- Pressing and Packaging:** Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.

2. MALE SHORT SLEEVE SHIRT – Grey

- Fabric:** Fabric to be Weave Twill, 65% Dacron Polyester/35% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 7.5 -8.0 oz/sq. yd.
- Color: Medium Grey – Reference Pantone #17-1502TCX.
- Style:** This men's short sleeve shirt has a banded collar with eyelets, plain front and mitred chest pockets.
- Tailoring:** All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
- Collar:** Banded collar shall be two pieces and to measure 3" long at points and 1-1/2" wide at back. The collar is to be constructed of two plies of basic material and one ply of interlining. The collar is to be single stitched 1/4" from edge.
- The collar shall be made with permanent collar stays. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide and attached to the bottom collar along the front edge of the collar.
- Eyelets having 1/8" diameter opening shall be sewn 2" from collar point and 1-1/8" from finished collar edge.
- Sleeves:** Sleeves are to be straight and whole and have a 1" hem. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.
- The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.
- Front:** The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turnunder of material. There shall be six 23 ligne buttons sewn to the right front, 3 1/2" apart. The left front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the right side.
- Pockets:** There are two plain chest pockets with mitered corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.
- There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.
- Back:** The back yoke shall be of double thickness of material with a clean finished seam.

Buttons:	All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be grey.
Sizes	Small through 8x Large
Emblems:	Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
Interlining:	Collar top fuse lining to be CK331.
Workmanship:	All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
Labels:	Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
Pressing and Packaging:	Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.

3. FEMALE LONG SLEEVE BLOUSE – Grey

Fabric:	Fabric to be Weave Twill, 65% Dacron Polyester/35% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 7.5 -8.0 oz/sq. yd. Color: Medium Grey – Reference Pantone #17-1502TCX.
Style:	This woman's long sleeve shirt has a banded collar with eyelets, plain front and mitred chest pockets, and rounded cuffs.
Tailoring:	All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
Collar:	The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button and one horizontal button hole. The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar. Permanent collar stays to be secured to bottom ply. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide. The stays shall be held in place by forming the eyelet through them. The eyelets shall be placed on both collar points and shall be located 2 1/8" up from the collar point and 1" from either side.
Sleeves:	To be straight and whole. The cuffs are to be 2-5/8" in width and to have one button and one buttonhole. There is to be 1/4" topstitch around the cuff. Sleeves shall be graded in length so as to finish from the shoulder seam in proportion to shirt size and manufacturer's size chart.
Sizes:	X-Small through 5x Large
Front:	The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turnunder of material. There shall be six 23 ligne buttons sewn to the left front, 3 1/2" apart. The right front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the left side.

- Pockets:** There are two plain chest pockets with mitered corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.
- There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.
- Back:** The back yoke shall be of double thickness of material with a clean finished seam. Shall be fitted by means of two darts at the waist.
- Buttons:** All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be grey.
- Emblems:** Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2 " below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
- Interlining:** Collar top fuse lining to be CK331. Band to be EZ Crease. Cuffs to be H'Press.
- Workmanship:** All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
- Labels:** Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
- Pressing and Packaging:** Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.

4. MALE LONG SLEEVE SHIRT – Grey

- Fabric:** Fabric to be Weave Twill, 65% Dacron Polyester/35% Cotton, with vat dyed color and a wrinkle resistant, soil release finish. Fabric weight: 7.5 -8.0 oz/sq. yd.
- Color: Medium Grey – Reference Pantone Name: Cloudburst #17-1502TCX.
- Style:** This men's long sleeve shirt has a banded collar with eyelets, plain front and mitred chest pockets, and rounded cuffs.
- Tailoring:** All stitches must be of proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. All sewing shall be done with thread constructed with a Dacron Polyester Core covered with a cotton wrapping.
- Collar:** The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button and one horizontal button hole.
- The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar.
- Permanent collar stays to be secured to bottom ply. The collar stays shall be of good quality vinyl, 2-1/2" in length and 3/8" wide. The stays shall be held in place by forming the eyelet through them. The eyelets shall be placed on both collar points and shall be located 2-1/8" up from the collar point and 1" from either side.
- Sleeves:** To be straight and whole. The cuffs are to be 2-5/8" in width and to have one button and one buttonhole. There is to be 1/4" topstitch around the cuff.
- Sizes:** Neck 14.5" – 22.5" (all-inclusive in 1/2" increments), sleeve length 29"/30" – 37"/38", regular and tall sizes.

- Front:** The right front shall have a Revere 2-1/2" wide extending from collar band to the bottom of the shirt provided by a turnunder of material. There shall be six 23 ligne buttons sewn to the right front, 3-1/2" apart. The left front shall have a 2-1/2" Revere, with six buttonholes, placed to correspond with the buttons on the right side.
- Pockets:** There are two plain chest pockets with mitered corners. These shall be die cut and die creased to give uniform shape and size. They shall be 5-1/2" wide and 6" long. Each pocket to have a 1" stitched hem. To be single stitched on the edge with each upper corner securely held with a 3/4" triangular stitch made with apex down.
- There should be a pencil pocket in the right side of the left pocket, 1-1/4" x 5-7/8" deep.
- Back:** The back yoke shall be of double thickness of material with a clean finished seam.
- Buttons:** All buttons shall be made from thermosetting pearlized polyester material. Size to be 23 ligne. Color to be grey.
- Emblems:** Each shirt shall have one Agency insignia and one American flag patch, provided by Agency, sewn on by the contractor as follows: Agency insignia located on left sleeve 1/2" below shoulder seam, centered. American flag patch located on right sleeve 2" from the shoulder seam, centered.
- Interlining:** Collar top fuse lining to be CK331. Band to be EZ Crease. Cuffs to be H'Press.
- Workmanship:** All components of the shirt shall be free of runs, loose threads, raw edges, faulty stitching, loose buttons, uneven creases, wrong sleeve lengths, color defects, etc.
- Labels:** Size shall be marked with a woven size loop attached to basic label in yoke. Care and content label to be placed in the yoke.
- Pressing and Packaging:** Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed in increments of 30.

LOT IV**Male Trousers, & Female Slacks – Navy Blue****1. MALE TROUSERS (RELAXED FIT) – NAVY BLUE**

- Fabric:** 65% Polyester/35% Combed Cotton 2/1 right or left hand twill weave, with 6-8% engineered filling stretch. A continuous dyeing process enhances the color retention of the fabric.
- Fabric weight: 7.5 - 8.0 oz/sq. yd
- Color: Dark Navy Blue– Reference Pantone #19-4013TCX.
- Style:** Shall be made on a uniform pattern, having a plain front with quarter top front pockets, 3/8" belt loops and two back pockets.
- Sizes:** Waist - 26" through 70", inseam/length – unhemmed with a raw inseam of 35 inches
- Pockets** The front pocket opening will be a minimum 6-1/2" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide.
- The back pockets will have a minimum opening of 6" and be 7" deep. They shall be made with a double besom with 3/8" on bottom and 1/8" on top. The left pocket has a button to buttonhole closure. All pockets shall each have straight bartacks.
- Pocketing** All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48, weight is 4.3oz. /sq. yd.
- Waistband:** The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. The waistband curtain, attached with a rocap machine, shall have Snugtex and be made of black 65% Polyester/35% Cotton. Banrol waistband stiffener, 3/4" in width, shall be sewn into the waistband. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.
- Belt Loops:** There should be 7 belt loops on all sizes. Each loop is to be 3/8" wide of double thickness, with stitching on the face side. All loops shall be tacked on top and bottom.
- Inner Fly/Crotch:** There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly.
- Zippers:** The trousers shall be closed with a brass zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
- Creasing:** The front and back crease in both trouser legs must be applied via a pneumatically controlled application of Creaset silicone sealant, specially formulated for technologically enhanced fabrics, so as to give permanency to the creases for the life of the garment, or an equivalent process.
- Seaming:** The entire trouser is to be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.
- Labels:** There shall be a branded woven label sewn-in the left hip pocket bag. A woven size label shall be sewn next to the main label, with a care and content label sewn below

that label. An outside waistband label shall be marked with lot number, size, fiber content and cut number.

Finishing & Pressing: All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a Jetclip attached to the top fly of the finished trouser.

Packaging Pants shall be individually packed in polyethylene bags. Pants to be shipped in strong boxes so as not to be damaged in shipment. Pants to be packed in increments of 30.

2. FEMALE SLACKS (RELAXED FIT) - NAVY BLUE

Fabric: 65% Polyester/35% Combed Cotton 2/1 right or left hand twill weave, with 6-8% engineered filling stretch. A continuous dyeing process enhances the color retention of the fabric.

Fabric weight: 7.5 - 8.0 oz/sq. yd

Color: Dark Navy Blue– Reference Pantone #19-4013TCX.

Style: Shall be made on a uniform pattern, having a plain front with quarter top front pockets, 3/8" belt loops and two back pockets.

Sizes: Waist - 24" through 58", inseam/length – unhemmed with a raw inseam of 35 inches

Pockets The front pocket opening will be a minimum 7-1/2" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide.

The back pockets will have a minimum opening of 6" and be 7" deep. They shall be made with a double besom with 3/8" on bottom and 1/8" on top. The left pocket has a button to buttonhole closure. All pockets shall each have straight bartacks..

Pocketing All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48, weight is 4.3oz. /sq. yd.

Waistband: The waistband shall be 2-1/4" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. The waistband curtain, attached with a rocap machine, shall have Snugtex and be made of black 65% Polyester/35% Cotton. Banrol waistband stiffener, 3/4" in width, shall be sewn into the waistband. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.

Belt Loops: There should be 7 belt loops on all sizes. Each loop is to be 3/8" wide of double thickness, with stitching on the face side. All loops shall be tacked on top and bottom.

Inner Fly/Crotch: There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly.

Zippers: The trousers shall be closed with a brass zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

Creasing: The front and back crease in both trouser legs must be applied via a pneumatically controlled application of Creaset silicone sealant, specially formulated for technologically enhanced fabrics, so as to give permanency to the creases for the life of the garment, or an equivalent process.

- Seaming:** The entire trouser is to be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.
- Labels:** There shall be a branded woven label sewn-in the left hip pocket bag. A woven size label shall be sewn next to the main label, with a care and content label sewn below that label. An outside waistband label shall be marked with lot number, size, fiber content and cut number.
- Finishing & Pressing:** All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a Jetclip attached to the top fly of the finished trouser.
- Packaging** Pants shall be individually packed in polyethylene bags. Pants to be shipped in strong boxes so as not to be damaged in shipment. Pants to be packed in increments of 30.

LOT V**Male Trousers, & Female Slacks – Grey****1. MALE TROUSERS (RELAXED FIT) – GREY**

- Fabric:** 65% Polyester/35% Combed Cotton 2/1 right or left hand twill weave, with 6-8% engineered filling stretch. A continuous dyeing process enhances the color retention of the fabric.
- Fabric weight: 7.5 - 8.0 oz/sq. yd
- Color: Medium Grey – Reference Pantone Name: Cloudburst #17-1502 TCX
- Style:** Shall be made on a uniform pattern, having a plain front with quarter top front pockets, 3/8" belt loops and two back pockets.
- Pockets** The front pocket opening will be a minimum 6½" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1¼" wide.
- The back pockets will have a minimum opening of 6" and be 7" deep. They shall be made with a double besom with 3/8" on bottom and 1/8" on top. The left pocket has a button to buttonhole closure. All pockets shall each have straight bartacks.
- Pocketing** All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48, weight is 4.3oz. /sq. yd.
- Waistband:** The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. The waistband curtain, attached with a rocap machine, shall have Snugtex and be made of black 65% Polyester/35% Cotton. Banrol waistband stiffener, ¾" in width, shall be sewn into the waistband. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.
- Belt Loops:** There should be 7 belt loops on all sizes. Each loop is to be 3/8" wide of double thickness, with stitching on the face side. All loops shall be tacked on top and bottom.
- Inner Fly/Crotch:** There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly.
- Zippers:** The trousers shall be closed with a brass zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
- Creasing:** The front and back crease in both trouser legs must be applied via a pneumatically controlled application of Creaset silicone sealant, specially formulated for technologically enhanced fabrics, so as to give permanency to the creases for the life of the garment or an equivalent process.
- Seaming:** The entire trouser is to be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.
- Sizes:** Waist - 26" through 66", inseam/length – unhemmed with a raw inseam of 35 inches

Labels:	There shall be a branded woven label sewn-in the left hip pocket bag. A woven size label shall be sewn next to the main label, with a care and content label sewn below that label. An outside waistband label shall be marked with lot number, size, fiber content and cut number.
Finishing & Pressing:	All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a Jetclip attached to the top fly of the finished trouser.
Packaging	Pants shall be individually packed in polyethylene bags. Pants to be shipped in strong boxes so as not to be damaged in shipment. Pants to be packed in increments of 30.

2. FEMALE SLACKS (RELAXED FIT) – GREY

Fabric:	65% Polyester/35% Combed Cotton 2/1 right or left hand twill weave, with 6-8% engineered filling stretch. A continuous dyeing process enhances the color retention of the fabric. Fabric weight: 7.5 - 8.0 oz/sq. yd Color: Medium Grey – Reference Pantone Name: Cloudburst #17-1502TCX.
Style:	Shall be made on a uniform pattern, having a plain front with quarter top front pockets, 3/8" belt loops and two back pockets.
Pockets	The front pocket opening will be a minimum 7-1/2" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 6" and be 7" deep. They shall be made with a double besom with 3/8" on bottom and 1/8" on top. The left pocket has a button to buttonhole closure. All pockets shall each have straight bartacks.
Pocketing	All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48, weight is 4.3oz. /sq. yd.
Waistband:	The waistband shall be 2-1/4" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. The waistband curtain, attached with a rocap machine, shall have Snugtex and be made of black 65% Polyester/35% Cotton. Banrol waistband stiffener, 3/4" in width, shall be sewn into the waistband. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.
Belt Loops:	There should be 7 belt loops on all sizes. Each loop is to be 3/8" wide of double thickness, with stitching on the face side. All loops shall be tacked on top and bottom.
Inner Fly/Crotch:	There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly.
Zippers:	The trousers shall be closed with a brass zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
Creasing:	The front and back crease in both trouser legs must be applied via a pneumatically controlled application of Creaset silicone sealant, specially formulated for technologically enhanced fabrics, so as to give permanency to the creases for the life of the garment or an equivalent process.

- Seaming:** The entire trouser is to be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.
- Sizes:** Waist - 24" through 58", inseam/length – unhemmed with a raw inseam of 35 inches
- Labels:** There shall be a branded woven label sewn-in the left hip pocket bag. A woven size label shall be sewn next to the main label, with a care and content label sewn below that label. An outside waistband label shall be marked with lot number, size, fiber content and cut number.
- Finishing & Pressing:** All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a Jetclip attached to the top fly of the finished trouser.
- Packaging** Pants shall be individually packed in polyethylene bags. Pants to be shipped in strong boxes so as not to be damaged in shipment. Pants to be packed in increments of 30.

LOT VI**Turtlenecks – Navy Blue****Material**

Body: Shall be tubular knit fabric, 1x1 knit jersey consisting of 100% combed cotton. The finished cloth shall conform to the following:

Weight: 6 ounces per square yard
Wales: 23 per inch
Courses: 34 per inch
Bursting Strength: 95 lbs.

Collar and Neck: Shall be tubular rib knit fabric, 1x1 rib knit consisting of 95% cotton/5% lycra.

Weight: 6.5 ounces per square yard
Yarn size: to be a minimum 36 singles
Finish: pre-shrunk and anti-curl treated

In addition to being pre-shrunk and anti-curl treated, the finished fabric shall show fastness to light, laundering, and perspiration.

Color: Navy Blue – Reference Pantone Name: Dark Navy #19-4013 TCX.

Collar: Turtleneck shall be manufactured so that it will retain its shape and will measure 4 inches in height unfolded.

Sleeves: To be long set-in type with rib knit cuff.

Seams and Stitching: All seams and stitching shall conform to FED-STD-751. The stitches shall be 10-12 per inch. Seam allowance shall be maintained with seams sewn so that no raw edges, run-offs, pleats, puckers or open seams occur.

Shoulder seams shall have a 1/4" wide white elastic cord sewn into the seams so as to add stability and durability.

Ends of all stitching shall be backstitched or overstitched not less than 1/2" except where ends are turned under or caught in other seams or stitching. Thread tensions shall be maintained so that there will be no loose stitching resulting in loose bobbin or top thread excessively light stitching resulting in puckering of the materials sewn. The lock shall be imbedded in the materials sewn.

Sizes: Small through 8x Large

Dimensional Stability: The finished turtleneck, after five launderings and dryings, shall not elongate more than 5.5 percent or shrink more than 8.0 percent lot average with no sample unit to exceed 8 percent.

Label and Care Instructions: Each garment shall have a combination size, identification, and instructions label conforming to all Federal regulations.

Packaging: Each garment shall be carefully pressed in a first class manner and individually packed in polyethylene bags with size marked on each bag. Packed 30 per carton, cartons clearly marked indicating quantity and size.

Lettering: Block lettering, embroidered letters **DOCCS**, left of center. Embroidering must be completed on collar before shirt is made. Color: Gold. Height: 3/4 inch.

BID PRICE PAGE

Award(s) shall be made by the Grand Total by Lot to the lowest responsive and responsible bidder(s). Bidders must indicate guaranteed delivery date for each LOT bid. **Ranges will not be acceptable for Unit Prices or Guaranteed Delivery Days.**

Lot I - Short & Long Sleeve Shirts/Blouses - Color: Light Blue

Items	Annual Estimated Quantity*		Unit Price		Total
1. Female short sleeve blouse - Light Blue	3,000	X		=	\$
2. Male short sleeve shirt - Light Blue	95,000	X		=	
3. Female long sleeve blouse - Light Blue	2,000	X		=	
4. Male long sleeve shirt - Light Blue	50,000	X		=	

Lot I - Grand Total = \$ _____

Guaranteed Delivery Days A/R/O = _____

Lot II - Short & Long Sleeve Shirts/Blouses - Color: White

Items	Annual Estimated Quantity*		Unit Price		Total
1. Female short sleeve blouse - White	300	X		=	
2. Male short sleeve shirt – White	6,500	X		=	
3. Female long sleeve blouse – White	300	X		=	
4. Male long sleeve shirt – White	2,500	X		=	

Lot II - Grand Total = \$ _____

Guaranteed Delivery Days A/R/O = _____

Lot III - Short & Long Sleeve Shirts/Blouses - Color: Grey

Items	Annual Estimated Quantity*		Unit Price		Total
1. Male short sleeve shirt – Grey	1000	X		=	
2. Female short sleeve blouse – Grey	100	X		=	
3. Male long sleeve shirt – Grey	800	X		=	
4. Female long sleeve blouse – Grey	100	X		=	

Lot III - Grand Total = \$ _____

Guaranteed Delivery Days A/R/O = _____

Lot IV - Trousers/Slacks - Color: Navy Blue

Items	Annual Estimated Quantity*		Unit Price		Total
1. Male trouser (relaxed fit) – Blue	60,000	X		=	
2. Female slack (relaxed fit) – Blue	7,500	X		=	

Lot IV - Grand Total = \$ _____

Guaranteed Delivery Days A/R/O = _____

Lot V - Trousers/Slacks - Color: Grey

Items	Annual Estimated Quantity*		Unit Price		Total
1. Male trouser (relaxed fit) – Grey	1,500	X		=	
2. Female slack (relaxed fit) – Grey	100	X		=	

Lot V - Grand Total = \$ _____

Guaranteed Delivery Days A/R/O = _____

Lot VI – Turtlenecks

Items	Annual Estimated Quantity*		Unit Price	=	Total
1. Turtlenecks – Navy Blue	12,500	X		=	

Lot VI - Grand Total = \$ _____

Guaranteed Delivery Days A/R/O = _____

* Quantities listed in each Lot are **estimates only**. Actuals may be higher or lower. DOCCS will only pay for actuals.

Signature: _____

Name: _____

Title: _____

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

Bidder

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NOTES TO BIDDERS:

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

Please Circle/Enter Answers Below

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

YES NO

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

GSA VA NO

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

GSA VA NO

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

GSA VA NO

- Is this product available only on a "direct from the manufacturer basis" or can pricing be obtained from dealers or distributors? Check one:
If you are a manufacturer and have checked "Other", please attach listing of authorized dealers and distributors.

Manufacturer Other

YES NO

- Do you have your catalog available on the Internet?

YES NO

If yes, do you have the ability to make NYS pricing available along with your catalog on line?

YES NO

- Does bidder offer Electronic Access Ordering (EDI)?

YES NO

- Are any products offered manufactured from recycled materials?

YES NO

- If awarded a contract, will bidder accept the New York State Procurement Card for orders not to exceed \$10,000

YES NO

- If bidder limits the maximum acceptable card amount to less than \$10,000, please indicate the maximum amount:

YES NO

- Additional discount for purchases made with the NYS Procurement Card:

_____ %

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

Bidder

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NOTES TO BIDDERS: (Continued)

Are any products offered remanufactured (restored to its original performance standards and function)?

Are any products offered Energy Star Compliant? (If YES to any of the above, please attach specifics.)

- If awarded a contract, will bidder honor orders for less than the minimum order?

If YES, will shipping costs be added in accordance with the "Minimum Order" clause?

OR

If YES, will bidder ship at no additional cost?

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

Name:

Title:

Telephone Number:

Toll Free Telephone Number:

Fax Number:

Toll Free Fax Number:

E-Mail Address:

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

State Normal Business Hours (Specify M-F, Sat, Sun):

Name:

Title:

Telephone Number:

Fax Number:

Pager Number:

Cellular Telephone Number:

E-Mail Address:

Please Circle/Enter Answers Below

YES NO

YES NO

YES NO

YES NO

YES NO

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

Bidder

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BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1. Are you a New York State resident business?
- 2. Total number of people employed by your business:
- 3. Total number of people employed by your business in New York State:
- 4. Is your business independently owned and operated?
- 5. **PLACE OF MANUFACTURE OF PRODUCT(S) BID:**
(Indicate Yes or No for either A, B or C)
 - A. All NYS Manufacture
 - B. All Manufactured outside NYS
 - C. Manufactured in NYS and Outside NYS
If yes to C above, Location (State) where more than half the value is added to the product(s) bid:
- 6. **BIDDER'S PRINCIPAL PLACE OF BUSINESS*:**

YES NO

YES NO

YES NO

YES NO

YES NO

State of _____

State of _____

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

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

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Bidder

7. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public-sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this Contract?

_____ YES _____ NO

If yes, identify New York State Business(es) that will be used: (Attach identifying information)

PROCUREMENT LOBBYING CERTIFICATION

By signing, the offerer/bidder affirms that it understands and agrees to comply with the NYS Office of General Services (OGS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at: <https://ogs.ny.gov/acpl/>

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: _____

Contractor Address: _____

Prior Non-Responsibility Determinations – State Finance Law §139-k

- 1. Has any Government Entity made a finding of non-responsibility against this organization/company? **No Yes**
 - 2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No Yes**
 - 3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No**
- Yes**

If yes to any of the above questions, provide complete details on a separate page and attach.

Offerer Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

NYS REQUIRED CERTIFICATIONS

EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296 (11) of the New York State Human Rights Law.

STATE FINANCE LAW § 139-L CERTIFICATION

Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the Contractor 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.

If the Contractor cannot make the foregoing certification, such Contractor shall so state and shall furnish a signed statement that sets forth in detail the reasons that the Contractor cannot make the certification.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certification document and that all information provided is complete, true and accurate.

Authorized Signature		Date
Print Name		Title
Company Name		
D/B/A – Doing Business As (if applicable)		
Address		
City	State	Zip

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide commodities/services pursuant to this IFB, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this IFB;
5. During the negotiation and execution of any contract resulting from this IFB, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this IFB, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert recourses from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employed, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this IFB should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationships and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: _____

Signature: _____ Date: _____

This form must be signed by an authorized executive or legal representative.

CONTRACTOR CERTIFICATION FORMS
(Pursuant to Section 5-A of the Tax Law)

Form ST-220-TD (4 pages)

If filing with the Department of Taxation & Finance for the first time, or previously submitted information needs to be updated, these 4 pages must be removed from this bid, completed, signed and submitted directly to the Department of Taxation and Finance.

Form available at:

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

Form ST-220-CA (2 pages)

Regardless of whether ST-220-TD is being filed/updated for this bid or not, these 2 pages must be completed, signed and returned with this bid.

Form available at:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf