



Contract Award Notification

| | |
|--------------------------------|---|
| Title | : Group 50020 – Legislative Printing For The Executive Classification Code(s): 82 |
| Award Number | : <u>23135-RS</u> (Replaces Awards 22880-RS and 22879-RS) |
| Contract Period | : December 13, 2018 – December 12, 2022 |
| Bid Opening Date | : October 23, 2018 |
| Date of Issue | : December 13, 2018 |
| Specification Reference | : As Incorporated In Invitation For Bids 23135 |
| Contractor Information | : Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | |
|--------------------------|--|
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**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This Contract Award is issued by the New York State Office of General Services Procurement Services on behalf of the New York State Division of the Budget (DOB) and the Executive Chamber. The Contract Award is for use by DOB and the Executive Chamber for the procurement of printed Budget Appropriation Bills; Budget Documents; and Messages from the Governor, including the State of the State publications. This Contract Award is for recycled material.

PR # 23135

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.# / NYS VENDOR#</u> |
|-------------------|--|--|----------------------------------|
| PC68455 SB | Fort Orange Press 11 Sand Creek Rd. Albany, NY 12205 | Tel: (518) 489-3233 Fax: (518) 489-1638 Jane Nieckarz E-Mail: jnieckarz@fortorangepress.com Website: www.fortorangepress.com | 140669730 1000027224 |

Submit Orders To:
John Paeglow
Tel: (518) 852-9976
johnp1026@gmail.com

Contractor will accept the NYS Procurement Card for orders not to exceed \$55,000
Prompt Payment Discount: 2%, 15 days

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

Small, Minority and Women-Owned Businesses

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

Recycled, Remanufactured and Energy Efficient Products

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|------------|---------------------------|
| RS, RP, RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

Note to Authorized Users

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

Price

Prices shall include all costs necessary or incidental to proper execution of this contract including F.O.B. inside delivery to the State Capitol, Albany, NY.

| LOT 1 - BUDGET APPROPRIATION BILLS & BUDGET DOCUMENTS | | |
|--|---|---|
| | | 2019 Session Unit Prices |
| Item 1 – Budget Appropriation Bills | | |
| Presswork & Binding | | |
| Item 1: Budget Appropriation Bills | | |
| Presswork and Binding | | |
| Legislature/Judiciary Bill | 56 Pages (Saddlestitched, Self-Covered) | |
| Debt Service Bill | 8 Pages (Saddlestitched, Self-Covered) | |
| State Operations Bill | 672 Pages Plus Cover (Perfect Bound) | |
| Aid to Localities Bill | 840 Pages Plus Cover (Perfect Bound) | |
| Capital Projects Bill | 772 Pages Plus Cover (Perfect Bound) | |
| Printing one color black on 50# Recycled White Uncoated Opaque Offset [Price Per Page Per C (hundred) up to 700 copies each] <i>(Includes proofs, make readies, plates, paper, text printing, binding and delivery of finished publications)</i> | | \$4.40/C |
| Additional Set of Proofs | | \$75.00/ea. |
| Additional Make Readies | | \$100.00/ea. |
| Author's Alterations (Pressholds) | | \$425.00/ea. |
| Printing Covers | | |
| Printing one color black Covers 1 & 4 on 65#/80# Recycled Colored Uncoated Cover [Price Per M (thousand)] | | \$395.00/M |
| Additional Make Readies | | \$75.00/ea. |
| Pre-flighting (Price Per Hour) | | \$100.00/hr. |

| Item 2: Briefing Book | 2019 Session Unit Prices |
|--|---|
| Presswork and Binding | |
| Printing one color black on 60# Recycled White Uncoated Opaque Offset [Price Per Page Per C (hundred) up to 800 copies] <i>(Includes text proofs, make readies, plates, paper, text printing, binding and delivery of finished publications)</i> | \$4.40/C |
| | |
| Pre-flighting [Price Per Hour] | \$100.00/hr. |
| | |
| Author's Alterations (Pressholds) | \$425.00/ea. |
| | |
| Reprints of text [Price Per Page Per C (hundred) up to 200 copies] | \$4.40/C |
| | |
| Printing Covers | |
| Covers – 80# Recycled White Gloss Coated Cover C2S Printing four color process plus varnish or aqueous coating on Covers 1 & 4 [Price Per C(hundred) up to 800 copies] | \$375.00/C |
| | |
| Matchprints or equivalent digital proofs | \$75.00/ea. |
| | |
| Press Proof | \$250.00/ea. |
| | |
| Additional Make Readies | \$100.00/ea. |
| | |
| Pre-flighting [Price Per Hour] | \$100.00/hr. |
| | |
| Author's Alterations (Pressholds) | \$425.00/ea. |
| | |
| Reprints of cover [Price Per Pg. Per C (hundred) up to 200 copies] | \$375.00/C |

| LOT 2 - MESSAGES FROM THE GOVERNOR AND OTHER MISC. PUBLICATIONS | |
|---|--|
| <u>Item 1: The Governor's Annual Message to the Legislature (State of the State)</u> | <u>2019 Session Unit Prices</u> |
| Presswork and Binding | |
| Printing on color black on 50# Recycled White Uncoated Opaque Offset [Price Per Page Per M (thousand) up to 1000 copies] (Includes proofs, make readies, plates, paper, text printing, binding and delivery of finished publications) | \$44.00/M |
| Additional Set of Proofs | \$75.00/ea. |
| Additional Make Readies | \$100.00/ea. |
| Author's Alterations (Pressholds) | \$425.00/ea. |
| Reprints of text [Price Per Page Per C (hundred) up to 500 copies] | \$4.40/C |
| Printing Covers | |
| Covers – 80# Recycled White Gloss Coated Cover C2S Printing four color process plus varnish or aqueous coating on Covers 1 & 4 [Price Per M (thousand) up to 1000 copies] | \$3,750.00/M |
| Matchprints or equivalent digital proofs | \$75.00/ea. |
| Additional Make Readies | \$100.00/ea. |
| Pre-flighting (Price Per Hour) | \$425.00/hr. |
| Reprints of cover [Price Per Pg. Per C (hundred) up to 500 copies] | \$375.00/C |

| <u>Item 2: Hard Cover Binders and Printing of Inserts</u> | 2019 Session Unit Prices |
|---|---------------------------------|
| Hard Cover Binders – Gold Foil Stamped | |
| 6-5/8" x 9-5/8" (4 Binders) | \$525.00 |
| 10" x 16-1/2" (5 Binders) | \$575.00 |
| Printing and Insertion of Inserts into Binders | \$2.00 |

Brand Name and Manufacturer of Recycled Papers

Lot 1 – Budget Appropriation Bills & Budget Documents

Item 1: Budget Appropriation Bills

Recycled White Uncoated Opaque Offset
 Brand: Rolland Opaque
 Manufacturer: Rolland
 Basis Weight: 50#
 Post-Consumer Recycled Content: 30%
 This Product is Elemental Chlorine Free (ECF)
 Product certifications: Forest Stewardship Council (FSC)

Recycled Colored Uncoated Cover
 Brand: Astrobrights
 Manufacturer: Neenah Paper
 Basis Weight: 65#/80#
 Post-Consumer Recycled Content: 30%
 This Product is Elemental Chlorine Free (ECF)
 Product certifications: Forest Stewardship Council (FSC)

Item 2: Briefing Book

Recycled White Uncoated Opaque Offset or Text
 Brand: Accent Opaque RE 30
 Manufacturer: International Paper
 Basis Weight: 60#
 Post-Consumer Recycled Content: 30%
 This Product is Elemental Chlorine Free (ECF)
 Product certifications: Forest Stewardship Council (FSC)

Recycled White Gloss Coated Cover C2S
 Brand: Explorer
 Manufacturer: Hansol
 Basis Weight: 80#
 Post-Consumer Recycled Content: 10%
 This Product is Elemental Chlorine Free (ECF)
 Product certifications: Forest Stewardship Council (FSC)

Lot 2 – Messages from the Governor and Other Misc. Publications

Item 1: The Governor's Annual Message to the Legislature (State of the State)

Recycled White Uncoated Opaque Offset
Brand: Rolland Opaque
Manufacturer: Rolland
Basis Weight: 50#
Post-Consumer Recycled Content: 30%
This Product is Elemental Chlorine Free (ECF)
Product certifications: Forest Stewardship Council (FSC)

Recycled White Gloss Coated Cover C2S
Brand: Explorer
Manufacturer: Hansol
Basis Weight: 80#
Post-Consumer Recycled Content: 10%
This Product is Elemental Chlorine Free (ECF)
Product certifications: Forest Stewardship Council (FSC)

Overview

This Contract is issued by the New York State Office of General Services Procurement Services on behalf of the New York State Division of the Budget (DOB) and the Executive Chamber. The Contract will be available for use by DOB and the Executive Chamber for the procurement of printed Budget Appropriation Bills; Budget Documents; and Messages from the Governor, including the State of the State publications.

Scope

This Contract is for the procurement of printed Budget Appropriation Bills; Budget Documents; and Messages from the Governor, including the State of the State publications.

The publications are divided into two lots:

Lot 1 - Budget Appropriation Bills & Budget Documents

Lot 2 - Messages from the Governor, including the State of the State

These publications are time sensitive and are produced under a demanding production schedule. Often this requires the awarded Contractor to shift priorities to meet the production schedule. The work specified herein entails pre-flighting and formatting of production files, proofing, author's alterations, printing/presswork, binding, and multiple deliveries during production. The State will not, under any circumstance, be liable for ANY additional charges to meet the production schedule, including but not limited to over time charges that are not specified herein.

Estimated Quantities

Estimated quantities listed herein reflect those ordered during the 2018 Legislative Session. A Contract(s) resulting from this Solicitation shall be an estimated quantity Contract(s). Given DOB's and the Executive Chamber's expanded use of electronic formats, a decision could be made to not produce printed copies of the publications or documents specified herein. Therefore, any award issued will be made with the express understanding that estimated quantities may be exceeded, not met, or the item itself may not be ordered at all. No specific quantities are represented or guaranteed.

The Contractor must furnish all quantities ordered at or below the Contract prices. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered.

Numerous factors could cause the actual quantities of Products purchased under the Contract. Such factors include, but are not limited to, the following:

- Expanded use of electronic formats.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by DOB/Executive Chamber than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by DOB/Executive Chamber than anticipated.

Definitions

Capitalized terms used in this Contract shall be defined in accordance with Appendix B, Definitions, or as below.

“Business Day” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“MWBE” shall refer to a business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.

“NYS Holidays” shall refer to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“NYS Vendor ID” shall refer to a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

“Preferred Source Products” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

“Preferred Source Program” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

“Procurement Services” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPRO”) and Procurement Services Group (“PSG”).

“SDVOB” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

Order of Precedence

The list of documents below address clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation 23135 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (January 2014), Standard Clauses for NYS Contracts (previously provided);
2. Contract Award Letter;
3. Invitation for Bids 23035 including all Appendices and Attachments referenced therein (previously provided);
4. Contractor's Bid Prices as stated in Attachment 1 – Pricing; and
5. Contractor's Bid.

Specifications

Lot 1 - Budget Appropriation Bills & Budget Documents

Item 1: Budget Appropriation Bills

Legislature/Judiciary Bill; Debt Service Bill; State Operations Bill; Aid to Localities Bill; and Capital Projects Bill. Actual Counts for the 2017-18 Appropriation Bills were as follows:

Estimated Quantities and Page Counts

| | |
|----------------------------|--|
| Legislature/Judiciary Bill | 600 Copies, 56 Pages Printed (Saddlestitched, Self-Covered) |
| Debt Service Bill | 600 Copies, 8 Pages Printed (Saddlestitched, Self-Covered) |
| State Operations Bill | 610 Copies, 672 Pages Printed Plus Cover (Perfect Bound Paperback) |
| Aid to Localities Bill | 620 Copies, 840 Pages Printed Plus Cover (Perfect Bound Paperback) |
| Capital Projects Bill | 600 Copies, 772 Pages Printed Plus Cover (Perfect Bound Paperback) |

Page Size

8" x 10" with a trim tolerance of + 3/4" on short dimension and + 1-1/4" on the long dimension.

Stock

Text - 50# Recycled White Uncoated Opaque Offset.

Cover - 65# or 80# Recycled Colored Uncoated Cover; Standard Colors.

Recycled Statement/Symbol

When printing is provided on recycled stock, Contractor must include a printed statement or symbol on the printed material which indicates that the document is printed on recycled stock. The emblem or statement is to be positioned on the back of all recycled stock.

Verification of Recycled Content of Paper

The State reserves the right to verify the recycled content paper used in the resultant Contract award by the following methods, including but not limited to:

- Supplier invoices for proposed recycled content paper
- Site inspection

Ink Composition

The sum or incidental concentration levels of lead, cadmium, mercury or hexavalent chromium in ink shall not exceed 100 parts per million (ppm) by weight. In accordance with Article 2, Section 7 of the New York State Printing and Public Documents law, unless it is determined that the cost of printing with vegetable-based ink is significantly greater than the cost of printing with petroleum-based ink, all lithographic inks used in the production of New York State printing requirements shall contain the following minimum percentages of vegetable oil: News Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; Heat Set Inks - 10%.

Presswork

Text – printed one color black, no bleeds.

Cover - printed one color black on covers 1 and 4 only, no bleeds.

Binding

Saddlestitch or perfect bind as specified by DOB on the long dimension.

Copy

It is anticipated that all copy will be provided electronically as press ready PDFs. Inside text and cover typically consist of line work. In the event Pre-flighting is required, Contractor will be allowed to charge an hourly rate as specified herein. No charge shall be allowed for blank pages. No pre-flighting charges shall be allowed if fully formatted electronic files are provided and all costs for processing shall be included in presswork prices. Corrections (i.e. Author's Alterations) may also be required and the hourly rate for pre-flighting quoted herein may be charged if the Contractor makes these changes at the request of the DOB. The Contractor will be responsible for the proper and accurate documenting of all composition, corrections, proofs, and all pages that are typeset during the production cycle and shall provide that documentation to DOB personnel upon request. Contractor must utilize a secure File Transfer Protocol (FTP) solution or site for uploading large files. Files must be secured during transfer with SSL/TLS encryption and stored using 256-bit encryption, or equivalent.

Pre-Flighting

If production files require pre-flighting to ensure all digital data is present to ensure proper production of the publications, Contractor may charge an hourly rate as specified herein. Pre-flighting includes but is not limited to addressing the following issues: resolution, embedding fonts, removal of unwanted spaces, sizing, bleeds, missing output, ink coverage, and correcting colors that are not reproducing correctly. No pre-flighting charges shall be allowed if fully formatted electronic files are provided and all costs for processing shall be included in presswork prices.

Proofs

Hard copy and equivalent digital proofs must be provided within 12 - 24 hours after receipt of copy.

Initial proofs shall be included in the printed page pricing. Contractor may charge an additional charge for any additional proofs required as specified herein.

Author's Alterations

Contractor shall be allowed to charge an hourly rate for press holds for any revisions made to publications after they've already gone to press as specified herein.

Scheduling/Delivery

The Division of the Budget (DOB), as the ordering agency for the Appropriation Bills, will supply the Contractor a tentative printing schedule during the month of December of each year of this Contract. The Appropriation Bills must be printed and delivered ahead of or according to that schedule. All Appropriation Bills to be printed must be completed and delivered by 9 AM of the date designated by DOB for release of the Executive Budget. To ease the burden on the Contract, DOB intends to submit copy for printing of the Appropriation Bills on a rolling and staggered basis as they are ready. Delivery of each publication is generally required within 24 - 48 hours after receipt of approved proofs. However, it is possible that copy is submitted for printing very close to the date designated for Executive Budget release. As such, the Contractor may have little advance notice (perhaps only several hours) to print and deliver Appropriation Bills after receipt of approved proofs. The Contractor must be prepared to meet such demanding production schedules, if required.

Printed Page and Cover Pricing

Except for pre-flighting, which is priced separately, rate per printed page shall be for complete job and include all costs necessary or incidental to the execution of the job, including proofs, make readies, plates, paper, text printing, binding and delivery of finished publications. The only additional operations allowed to be charged are those listed separately herein. No charge shall be allowed for blank pages. Printing of separate covers when a publication is not self-covered are priced separately.

Item 2: Briefing Book**Estimated Quantity**

800 copies

Page Size

8-1/2" x 11" with a trim tolerance of +/- 1/4" on either dimension; full bleed on cover.

Number of Pages

The 2017-18 Budget Overview Document (aka Briefing Book) was 160 pages plus cover. It is anticipated that future versions ordered under the resultant Contract will have comparable page counts.

Stock

Text - 60# Recycled White Uncoated Opaque Offset.
Cover - 80# Recycled White Gloss Coated Cover C2S.

Recycled Statement/Symbol

Same as Item 1.

Verification of Recycled Content of Paper

Same as Item 1.

Ink Composition

Same as Item 1.

Presswork

Text – printed one color black, no bleeds.
Cover - printed four-color process covers 1 and 4, full bleeds.

Varnish/Aqueous Coating

Covers will require either varnish or aqueous coating on covers 1 and 4.

Binding

Perfect bind on long dimension.

Copy

It is anticipated that all copy will be provided electronically as press ready PDFs. Inside text typically consists of line work, pie charts, bar charts and line graphs. There may also be organizational charts of the State departments and agencies to illustrate staff offices, divisions, bureaus, etc. Cover copy is generally full ink coverage with high quality illustrations and/or photographs. In the event Pre-flighting is required, Contractor will be allowed to charge an hourly rate as specified herein. No charge shall be allowed for blank pages. No pre-flighting charges shall be allowed if fully formatted electronic files are provided and all costs for processing shall be included in presswork prices. Corrections (i.e. Author's Alterations) may also be required and the hourly rate for pre-flighting specified herein may be charged if the Contractor makes these changes at the request of DOB. The Contractor will be responsible for the proper and accurate documenting of all composition, corrections, proofs, and all pages that are typeset during the production cycle and shall provide that documentation to DOB personnel upon request. Contractor must utilize a secure File Transfer Protocol (FTP) solution or site for uploading large files. Files must be secured during transfer with SSL/TLS encryption and stored using 256-bit encryption, or equivalent.

Pre-Flighting

Same as Item 1.

Proofs

Inside text copy will be submitted as soon as completed and two blue proofs or equivalent digital proofs for inside text must be delivered within 12 hours after receipt of copy or corrected proofs. Contractor is advised that online proofing is also an option under the Contract for the proofing of inside text signatures

in lieu of providing hard copy proofs, assuming the Contractor can provide reasonable assurances that such a system is both secure and the Contractor can also demonstrate that the proofing system is adequate for DOB's needs.

Two hardcopy Matchprints or equivalent digital proofs are required for four color process cover work. A mutually agreeable schedule for the submission of proofs for any cover work will be worked out between DOB and the Contractor. All proofs must be clean, clear, sharp and easily legible, free of hairlines, broken letters, etc.

Press Proofs of Covers

In addition to hard copy proofs for covers, upon request live press proofs of covers 1 and 4 for selected documents must also be submitted to DOB for final approval. When press proofs are required, they must be submitted within 72 hours of approval of hard copy proofs. Any revised press proofs will be required within 48 hours. Contractor will be allowed to charge for press proofs as specified herein.

Author's Alterations

Same as Item 1.

Scheduling/Delivery

The Division of the Budget (DOB) as the ordering agency for the Executive Budget Documents will supply the Contractor a tentative printing schedule during the month of December of each year of this Contract. The purpose of this schedule will be to alert the Contractor to the absolute maximum (latest) date this publication must be delivered to DOB. This schedule may at the option of DOB be updated to incorporate new (early) delivery dates, when required to meet the DOB plans.

When the proof for the Briefing Book was approved for printing in 2018, the publication was printed, bound and delivered within 24 hours. The Contractor must be able to produce the Briefing Book under the same time frame or better.

Printed Page and Cover Pricing

Except for pre-flighting, which is quoted separately, rate per printed page shall be for complete job and include all costs necessary or incidental to the execution of the job, including text proofs, make readies, plates, paper, text printing, binding and delivery of finished publications. The only additional operations allowed to be charged are those listed separately in Attachment 1 - Pricing. No charge shall be allowed for blank pages. Printing of covers shall be priced separately, including Matchprints or equivalent digital proofs.

Reprints

Any reprints ordered must be delivered within 24 hours of request.

Lot 2 - Messages from The Governor and Other Misc. Publications

Item 1: The Governor's Annual Message to the Legislature (State of the State)**Estimated Quantity**

A minimum of 1,000 copies will be ordered for the State of the State. Other miscellaneous publications will have a minimum ordering quantity of 1,000 copies. Reprints, if required, will be ordered in quantities of 500.

Page Size

5-3/4" x 9", cover bleeds 3 sides.

Number of Pages

The 2018 State of the State was 374 pages plus cover. It is anticipated that future versions ordered under the resultant Contract will have comparable page counts.

Stock

Text - 50# Recycled White Uncoated Opaque Offset.
Cover - 80# Recycled White Gloss Coated Cover C2S.

Recycled Statement/Symbol

When printing is provided on recycled stock, Contractor must include a printed statement or symbol on the printed material which indicates that the document is printed on recycled stock. The emblem or statement is to be positioned on the back of all recycled stock.

Verification of Recycled Content of Paper

The State reserves the right to verify the recycled content paper used in the resultant Contract award by the following methods, including but not limited to:

- Supplier invoices for proposed recycled content paper
- Site inspection

Ink Composition

The sum or incidental concentration levels of lead, cadmium, mercury or hexavalent chromium in ink shall not exceed 100 parts per million (ppm) by weight. In accordance with Article 2, Section 7 of the New York State Printing and Public Documents law, unless it is determined that the cost of printing with vegetable-based ink is significantly greater than the cost of printing with petroleum-based ink, all lithographic inks used in the production of New York State printing requirements shall contain the following minimum percentages of vegetable oil: News Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; Heat Set Inks - 10%.

Presswork

Text – printed one color black, no bleeds.
Cover – printed four-color process covers 1 and 4, full bleeds.

Varnish/Aqueous Coating

Covers will require either varnish or aqueous coating on covers 1 and 4.

Binding

Perfect bind on long dimension.

Copy

It is anticipated that all copy will be provided electronically as press ready PDFs. Inside text typically consists of line work; cover copy is generally full ink coverage with high quality illustrations and/or photographs. In the event Pre-flighting is required, Contractor will be allowed to charge an hourly rate as specified herein. No charge shall be allowed for blank pages. No pre-flighting charges shall be allowed if fully formatted electronic files are provided and all costs for processing shall be included in presswork prices. Corrections (i.e. Author's Alterations) may also be required and the hourly rate for pre-flighting quoted herein may be charged if the Contractor makes these changes at the request of the Executive Chamber. The Contractor will be responsible for the proper and accurate documenting of all composition, corrections, proofs, and all pages that are typeset during the production cycle and shall provide that documentation to Executive Chamber personnel upon request. Contractor must utilize a secure File Transfer Protocol (FTP) solution or site for uploading large files. Files must be secured during transfer with SSL/TLS encryption and stored using 256-bit encryption, or equivalent.

Pre-Flighting

If production files require pre-flighting to ensure all digital data is present to ensure proper production of the publications, Contractor may charge an hourly rate as specified herein. Pre-flighting includes but is not limited to addressing the following issues: resolution, embedding fonts, removal of unwanted spaces, sizing, bleeds, missing output, ink coverage, and correcting colors that are not reproducing correctly. No pre-flighting charges shall be allowed if fully formatted electronic files are provided and all costs for processing shall be included in presswork prices.

Proofs

Matchprints or equivalent digital proofs for cover and blue proofs or equivalent digital proofs may be required for text pages. Press proofs of the cover for the State of the State will be required. Text proofs shall be provided as soon as possible after submission of copy. A mutually agreeable schedule for the submission of proofs for any cover work will be worked out between DOB and the Contractor. All proofs must be clean, clear, sharp and easily legible, free of hairlines, broken letters, etc. Proofs may be required for other miscellaneous publications.

Author's Alterations

Contractor shall be allowed to charge an hourly rate for press holds for any revisions made to publications after they've already gone to press.

Scheduling/Delivery

The annual Message to the Legislature (The State of the State) requires a demanding schedule with delivery of a minimum of 400 copies of bound books, and special hard cover binders and inserts (Item 2) no later than 9 AM of the first day of each legislative session, which starts in January of each year, with the balance due by 1:00 PM.

The Contractor shall have approximately 7 working days to print the covers; however, final copy for the text pages will be released 7-9 hours prior to the required delivery. Contractor is cautioned that this expedited schedule must be met.

Printed Page and Cover Pricing

Except for pre-flightting, which is priced separately, rate per printed page shall be for complete job and include all costs necessary or incidental to the execution of the job, including text proofs, make readies, plates, paper, text printing, binding and delivery of finished publications. The only additional operations allowed to be charged are those listed separately herein. No charge shall be allowed for blank pages. Printing of covers is priced separately, including Matchprints or equivalent digital proofs.

Reprints

Reprints, if required, will be ordered in quantities of 500.

Item 2: Hard Cover Binders and Printing of Inserts**Description**

Five to eight large binders measuring 10" x 16-1/2" and four small binders measuring 6-5/8" x 9-5/8" will be required for the Governor's Annual Message to the Legislature. Binders are to be made with a dark blue fabrikoid cloth over a #18 binders board. Cover 1 of the binders is to be gold foil stamped with seven lines of text. Inside covers are to be covered with 65# light blue cover stock glued to the binders board.

Cover 3 of the smaller binder will contain a pocket for insertion of the bound version of the Governor's Annual Message to the Legislature. Cover 3 of the larger binder will contain a pocket at the bottom and top for insertion of 9-1/2" x 15-3/4" single sheets; bottom pocket is 3" wide and top pocket is 1" wide. **The overall thickness of both binders and the depth (thickness) of the pockets for the large binder will be determined by the number of pages in the bound book and the number of inserts, respectively.**

Inserts

Copy will be furnished for the inserts at the same time that copy is released for the bound version of the Governor's Annual Message to the Legislature. Contractor will be furnished with cut sheets of Official New York State Document Paper measuring 9-1/2" x 15-3/4" which is to be used for printing of the inserts. The insert sheets are to be printed one side in black ink. There will be approximately 80 inserts per large binder. Four copies of each insert are to be printed and collated, and a complete set (approx. 80 inserts per set) is to be inserted into the pocket of each large binder. The smaller binders are to be delivered with a bound version of the Governor's Annual Message to the Legislature inserted in the binder.

Delivery

Binders with inserts MUST be delivered no later than the initial delivery of the bound version of the Governor’s Message to the Legislature (State of the State).

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Contract Term

The Contract shall commence on December 13, 2018 and shall be in effect for a term of four (4) years.

Price

Prices shall include all costs necessary or incidental to proper execution of this Contract including F.O.B. inside delivery to the State Capitol, Albany, NY.

Price Updates

The prices set forth in any Contract resulting from this Solicitation shall be adjusted annually on the first anniversary date of the Contract and annually thereafter in accordance with the provisions of this section. There shall be no price adjustments during the first year of the Contract.

The unit prices shall be adjusted using the following two indices:

1. The “Pulp & Paper Week” Price Watch Paper index for Uncoated Freesheet, 50-lb offset rolls, 92 bright grade, published monthly by Resource Information Systems, Inc. (RISI). The average delivered price for November 2018 shall be the base index and the average delivered price for November 2019 shall be the adjusted index, and the resulting percentage of increase or decrease shall be calculated. The adjusted index shall then become the base index for the next price adjustment period.
2. Producer Price Index (PPI) – Books Printing (Series ID: PCU323117323117), Not Seasonally Adjusted; as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. PPI data may be obtained at www.bls.gov. The October 2018 index shall be the base index and the October 2019 index shall be the adjusted index, and the resulting percentage of increase or decrease shall be calculated. The adjusted index shall then become the base index for the next price adjustment period.

For Contract pricing that includes a printing/presswork operation inclusive of paper stock, such as printed page and cover pricing, a weighted formula shall be used with each index accounting for 50% of the weighted formula to effect price adjustments. For Contract pricing that does not include a printing/presswork operation inclusive of paper, such as pre-flighting or author’s alterations, PPI Series ID: PCU323117323117 shall be used exclusively to effect price adjustments.

The resulting percentage of increase or decrease in both indices shall then be averaged and applied to the unit prices to arrive at the new Contract pricing. Each succeeding year will follow this format. The following examples illustrate the computation of percent change for each index:

Producer Price Index (PPI) – Books Printing (Series ID: PCU323117323117), Not Seasonally Adjusted:

| | |
|--------------------------|-------------|
| PPI base period | 220.000 |
| PPI adjusted period | 230.000 |
| Index change | 10.000 |
| Divided by base period | 220.000 |
| Equals | 0.045 |
| Result multiplied by 100 | 0.045 x 100 |
| Percent change | 4.5% |

“Pulp & Paper Week” Price Watch Paper index for Uncoated Freesheet, 50-lb offset rolls, 92 bright grade:

| | |
|--------------------------------------|-------------|
| Avg. price delivered base period | \$1,230.00 |
| Avg. price delivered adjusted period | \$1,298.00 |
| Index change | \$68.00 |
| Divided by base period | \$1,230.00 |
| Equals | 0.055 |
| Result multiplied by 100 | 0.055 x 100 |
| Percent change | 5.5% |

For Contract pricing that includes a printing/presswork operation inclusive of paper stock, the percent change for each index are summed and divided by two, e.g., $[(4.5\% + 5.5\%) / 2]$ to arrive at an adjustment of 5% that would be applied to those Contract prices.

Should the referenced Pulp & Paper Week index become discontinued during the course of the Contract, OGS will first replace it with another Pulp & Paper Week index that is deemed acceptable for uncoated paper stock, or otherwise with an appropriate Producer Price Index (PPI) for uncoated paper stock published by the U.S. Department of Labor, Bureau of Labor Statistics, and applicable adjustments will be calculated based on the latest six months of data available in the month preceding the effective date of the price adjustments.

Should the referenced PPI for Books Printing become discontinued during the course of the Contract, OGS will replace it with another PPI that is deemed acceptable for Books Printing, and applicable adjustments will be calculated based on the latest six months of data available in the month preceding the effective date of the price adjustments.

The Office of General Services will notify all interested parties of effected price adjustments through the issuance of revised pricing posted to the OGS public website. Price increases or decreases shall not exceed 10% annually. The State reserves the right to modify or correct miscalculations or errors in any price adjustments issued pursuant to this section.

Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor’s receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase

price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>.

Contract Administration

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a “hosted” or “punch-out” catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: <https://nyspro.ogs.ny.gov/content/nys-emarketplace-1>

There are no fees required for a Contractor’s participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

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

I. 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 (“NYCRR”), the New York State Office of General Services (“OGS”) 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 OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in

lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

- B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

- C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or

subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall 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 and conviction and prior arrest.

IV. Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>.

Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://www.ogs.ny.gov/MWBE/Forms.asp>

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. OGS 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 OGS 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, OGS 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/default.asp>

Contractor is encouraged to contact the Division of Service-Disabled Veteran's Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/default.asp>

Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors 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 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 remanufacturer does not offer new equipment. See Appendix B, *Remanufactured, Recycled, Recyclable or Recovered Materials*.

NYS Executive Order Number 4

In accordance with Executive Order No. 4 (EO 4), "Establishing A State Green Procurement And Agency Sustainability Program", commencing no later than July 1, 2008, all State agency and authority publications shall be printed on 100% post-consumer recycled content paper. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper procurements shall use post-consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainably- managed renewable resource to the extent practicable, unless the cost of the product is not competitive. It is the intent of the Office of General Services to apply these standards to the items specified herein for the purposes of this contract. EO 4 may be viewed at the following URL address: <https://www.ogs.ny.gov/greenny/>.

Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants

that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

NYS Vendor Responsibility

OGS conducts a review of prospective Contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "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, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS 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 Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. 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 and submit 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.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must 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 OGS 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 awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, 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 Commissioner of OGS, 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 Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In

such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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.

NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

Quality

Contractor will be furnished samples of previous printing which are considered to be satisfactory. Contractor must deliver printed material of no lesser quality than the samples. For example: text matter is to be clean and legible with no broken letters; ink density is to be the same throughout a publication with no light and dark pages; trimming is to be accurate and square; binding edges are to be clean with no cracking.

Underruns and Overruns

No UNDERRUNS allowed. No OVERRUNS may be billed.

Changes in Quantities

If reduced or increased quantities are required, they will be vouchered on a pro-rated basis as applicable.,

Additional Items

Items not specifically mentioned in this Solicitation but pertaining to proper performance of Legislative Printing for The Executive as defined in Article 2, Section 4 of the New York State Printing and Public Documents Law may be handled as like items contained within this Solicitation.

Packing

All items to be shipped in new corrugated cartons not exceeding 40 pounds gross. Mark all cartons on end with item, quantity and PO number. Each publication must be accompanied by a separate typed or legibly written invoice listing the total amount delivered.

Confidentiality

All publications are to be kept strictly confidential and the tightest security should be in effect at all times to ensure that no part of any publication, nor its contents, is revealed to anyone other than the appropriate DOB and Executive Chamber personnel. No publications, or any part(s) thereof, shall be shared with anyone without the consent of the appropriate DOB and Executive Chamber personnel.

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

| | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs | | | | |
| • Product meets contract specifications | | | | |
| • Pricing | | | | |

CONTRACTOR

| | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery | | | | |
| • Completeness of order (fill rate) | | | | |
| • Responsiveness to inquiries | | | | |
| • Employee courtesy | | | | |
| • Problem resolution | | | | |

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

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