



Contract Award Notification

Title	: Group 50030 Wove & Kraft Envelopes (State Agencies) Classification Code(s): 44
Award Number	: <u>22988-RS</u> (Replaces Awards 22508-RS)
Contract Period	: January 17, 2017 to January 16, 2022
Bid Opening Date	: October 18, 2016
Date of Issue	: January 11, 2017 (REVISED October 11, 2019)
Specification Reference	: As Incorporated Herein
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

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**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE IFB. CONTRACTS RESULTING FROM SOLICITATION 22988 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED SEPTEMBER 16, 2016.

This contract provides New York State Agencies **only** with a means of acquiring Printed and Non-Printed Envelopes in Wove & Kraft styles in various sizes. The envelopes are made with recycled material.

This Contract Award Notification contains MWBE goals of 0% MBE and 0% WBE.

PR # 22988

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT. # / NYS VENDOR #</u>
PC68259	Cenveo Worldwide Limited 200 First Stamford Place Stamford, CT 06902	83-1681581 1100218090

For complete Contractor contact and pricing Information for this award, please go to the OGS website at:
<https://ogs.ny.gov/purchase/spg/awards/5003022988CAN.HTM>

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "INVOICING AND PAYMENT" in this document.)

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

The 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).

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 #22988 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. Revisions and Clarifications to Bid Specifications dated October 3, 2016 (previously provided);
4. IFB #22988 including all Appendices and Attachments referenced therein (previously provided);
5. Contractor's Bid Prices as stated in Attachment 1 – Pricelist; and
6. Contractor's Bid

OVERVIEW

This Contract provides New York State Agencies with a means of acquiring Printed and Non-Printed Envelopes in Wove & Kraft styles in various sizes. Products for purchase by State Agencies are described in the Section titled, *Scope*.

ESTIMATED QUANTITIES

All quantities or dollar values listed within this Contract are estimates. No specific quantities or volumes are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor(s) must furnish all quantities or dollar values actually ordered. The anticipated dollar value of the award for this IFB, based on historical purchases under previous awards was approximately \$1,800,000 annually. All quantities or dollar values listed for this IFB are estimates only based on previous usage. In the instance where the estimated amount is unknown, an estimated quantity of one (1) has been listed. See Appendix B §28 *Estimated/Specific Quantity Contracts*.

Numerous factors could cause the actual volume of the Contract(s) to vary from the historical value. Such factors include, but are not limited to, the following:

- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the Contract period; and,
- 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.

In Procurement Services' experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

DEFINITIONS

Terms used in the IFB documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 Definitions, which is hereby incorporated by reference. The following definitions shall apply:

1. **“Authorized User”** shall be defined as State Agency or Agencies only as defined in Appendix B.
2. **“Bid Deviation”** shall refer to any variance submitted or proposed by the Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.
3. **“Business Day”** shall mean Monday through Friday from 8:00 AM – 5:00 PM ET, excluding New York State and federal holidays.
4. **“Item”** shall refer to all printed sizes and unprinted sizes stated for an Item as set forth in Attachment 1 – Pricing.
5. **“MWBE”** shall refer to a business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.
6. **“N/A”** is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.
7. **“Procurement Services”** (formerly known as New York State Procurement (NYSPRO) or Procurement Services Group (PSG)) shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide Contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such Contracts. The terms NYSPRO and PSG shall be used interchangeably for purposes of this solicitation.
8. **“NYS Vendor ID”** shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.
9. **“Preferred Source Products”** shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.
10. **“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 commodities and services from designated organizations when the commodities or services meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State preferred sources include: Corcraft; New York State Preferred Source Program for People who are Blind (NYSPSP); New York State Industries for the Disabled (NYSID); and the Office of Mental Health (OMH). These requirements apply to a State Agency.
11. **“SDVOB”** shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

In addition to the above definitions, the following terms are defined as follows regardless of whether they are or are not capitalized:

1. **“May”** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see “Should”.
2. **“Must”** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see “Shall” and “Mandatory”.
3. **“Shall”** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see “Must” and “Mandatory”.
4. **“Should”** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see “May”.

SCOPE

This Contract is to provide New York State Agencies only with a means of acquiring Printed and Non-Printed Envelopes in Wove & Kraft styles in various sizes as required by the Authorized User. The Items covered under this contract include:

1. Printed & Unprinted Commercial Style, Recycled White Wove Envelopes (Diagonal Seam)
2. Printed & Unprinted Commercial Style, Recycled White Wove Envelopes (Side Seam)
3. Printed & Unprinted Commercial Style, Recycled White Wove Window Envelopes (Diagonal Seam)
4. Printed & Unprinted Commercial Style, Recycled White Wove Window Envelopes (Side Seam)
5. Printed “KB” Booklet Style, Recycled Light Brown Kraft Envelopes
6. Printed & Unprinted “K” Style, Recycled Light Brown Kraft Envelopes – NOT AWARDED
7. Printed & Unprinted “KSS” Latex Self-Seal, Open End, Recycled Light Brown Kraft Envelopes
8. Printed & Unprinted “KOE” Open End, Recycled Light Brown Kraft Envelopes

PROCUREMENT INSTRUCTIONS

1. The Contracts resulting from this IFB will be a centralized Contract. Products offered under the Contract, pricing, and other Contract information will be posted to the OGS website or awarded Contractors’ dedicated NYS website. Authorized Users shall procure Products that best meet their form, function and utility requirements.
2. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities meet the form, function and utility of the Authorized User.
3. Where commodities are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded herein. The basis for selection at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Authorized Users are strongly encouraged to obtain quotes from at least three (3) Contractors prior to issuing a purchase order, in order to ensure that the Authorized User is receiving the best possible pricing.
4. When placing Purchase Orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User must 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.
5. 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 which should include:
 - statement of need and associated requirements;
 - obtaining all necessary prior approvals;
 - a summary of the Contract alternatives considered for the purchase; and
 - the reason(s) supporting the resulting purchase.

Note: Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents which contain additional terms or conditions must receive pre-approval by OGS for use under the Contract. Additional terms or conditions that were not pre-approved by the Authorized User or which conflict with the Contract terms and conditions are void and unenforceable at the sole discretion of the State.

PRICE

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including all costs necessary or incidental to the proper execution of each order, including all transportation charges and delivery inside the doors of the office or storeroom of the ordering agency. All Bills of Lading must specify the exact inside delivery location.

On invoices over \$200.00, freight is included in the price per thousand envelopes. On invoices less than \$200.00, actual freight charges **may be charged to the ordering Agency**. However, such charges must be made known at the time of order. Items may be combined on one order to achieve the \$200.00 minimum.

There shall be no increase in Contract prices for fuel surcharges.

PRICE FOR INTERMEDIATE QUANTITY ORDERS

On a quantity that is not specifically set forth in the contract but falls between quantities listed, the differences between the next lowest and next highest contract price shall be prorated.

Price for intermediate quantities between those shown on the contract are calculated as follows:

EXAMPLE:

If 25,000 envelopes @ \$16.80/M Cost \$420.00 and 10,000 envelopes @ \$17.40/M Cost \$174.00

15,000 is quantity difference and \$246.00 is dollar difference

Divide the dollar difference by the quantity difference ($\$246.00 \div 15$) and you get \$16.40 which is the price/M for quantities between 10M and 25M.

Thus, 15,000 envelopes would cost \$256.00 ($10 \times \$17.40/M + 5 \times \$16.40/M$) and be invoiced at \$17.07/M*

20,000 envelopes would cost \$338.00 ($10 \times \$17.40/M + 10 \times \$16.40/M$) and be invoiced at \$16.90/M*

(*This price would also apply on overruns, if any)

PRICE ADJUSTMENT

The unit prices set forth in the resulting Contract shall be adjusted every six months following the first six months of the Contract in accordance with the provisions of this clause. There shall be no price adjustments during the first six months of the Contract.

The unit prices shall be adjusted by applying a weighted average to the following two indices:

1. The "Pulp & Paper Week" Price Watch Paper index for 24# White Wove Envelope Rolls, 92 Bright grade, published monthly by Resource Information Systems, Inc. (RISI). The average delivered price for July 2018 shall be the base index and the average delivered price for December 2018 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. This index shall account for 55% of the weighted average.
2. Producer Price Index (PPI) Series ID: PCU3222303222305, Stationery Product Manufacturing, Envelopes, 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 June 2018 index shall be the base index and the November 2018 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. This index shall account for 45% of the weighted average.

The percent change in each index shall be calculated individually, then the values are each weighted and added together to arrive at the resulting percentage of increase or decrease that shall be applied to the unit prices to arrive at the new Contract pricing. Each succeeding six-month period will follow this format.

The following example illustrates the computation of percent change (the numbers used are for illustration purposes only):

“Pulp & Paper Week” Price Watch Paper index for 24# White Wove Envelope Rolls, 92 Bright grade:

Avg. price delivered base period	\$920.00
Avg. price delivered adjusted period	\$975.00
Index change	\$55.00
Divided by base period	\$920.00
Equals	0.060
Result multiplied by 100	0.060 x 100
Percent change	6.0%

Producer Price Index (PPI) Series ID: PCU3222303222305, Stationery Product Manufacturing, Envelopes, Not Seasonally Adjusted:

PPI base period	170.000
PPI adjusted period	176.000
Index change	6.000
Divided by base period	170.000
Equals	0.035
Result multiplied by 100	0.035 x 100
Percent change	3.5%

Weighted Average Calculation: $(.55)(6.0) + (.45)(3.5) = 4.9$. This would result in a 4.9% increase applied to Contract pricing.

Should the referenced Pulp & Paper Week index become discontinued during the Contract, OGS will first replace it with another Pulp & Paper Week index that is deemed by OGS to be acceptable for envelope stock, or otherwise with an appropriate Producer Price Index (PPI) for envelope 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 Stationery Product Manufacturing, Envelopes, become discontinued during the Contract, OGS will replace it with another PPI that is deemed by OGS to be acceptable for envelope 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 5% during each adjustment period. The State reserves the right to modify or correct miscalculations or errors in any price adjustments issued pursuant to this section.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a

State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. Pursuant to Executive Order No. 4, all copy paper, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable and all copy paper and janitorial paper shall be process chlorine free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive. It is the intent of OGS to apply these standards to this contract. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://ogs.ny.gov/EO/4/Default.asp>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

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 envelopes.

CONSTRUCTION QUALITY GUARANTEE

Bidder guarantees, by submission of their bid, that, if awarded a contract, all envelopes furnished will be first quality precision-made envelopes which will be unconditionally guaranteed to operate trouble-free when processed through laser printers and/or when processed on mechanical equipment (including inserters).

Agency mechanical equipment may consist of, but is not limited to the following brands: Pitney Bowes, Neopost, Bell and Howell (Phillipsburg), Friden, Hassler, Francotyp-Postalia.

NOTE: With the increased use of laser printers in processing envelopes for mailing, all envelopes furnished under this contract must be properly constructed (folded, creased, flap and seam style etc.), and with proper seam glue and flap adhesive, to ensure trouble free processing on laser printers.

It shall be the bidder's responsibility to familiarize themselves with the specifications and/or capabilities of the aforementioned equipment and, if awarded a contract, furnish envelopes which operate trouble-free thereon.

Poorly constructed envelopes or envelopes which do not function properly on agency equipment will be rejected and will have to be replaced at the contractor's expense.

Quality workmanship must be exercised in the construction of all envelopes as follows:

1. Flap - Standard or Executive Style - depth of flap and angle of cutting-must be adequate to permit trouble-free use on mechanical equipment. Flaps should not be curled, but turned down and lie flat.
2. Gummed Flaps - Full gummed or split gummed flaps will be acceptable provided that the quantity and quality of glue is sufficient to readily effect a perfect and permanent adhesion. The adhesive used on the flaps shall not discolor the paper when sealed, shall be non-toxic and free from offensive odor. Gumming on flaps must be laser safe, to prevent flaps from sealing when processed through laser printers.
3. Seams - side seams and diagonal seams will be considered for the various types of envelopes as specified. All seams must be thoroughly and securely gummed and closed. Gum on seams must be able to withstand the high temperatures of laser printers without allowing seams to open. Side seam envelopes must have an extra gum application on the top side of the seams to prevent the back from peeling off as the envelope is being opened. All seams must effect a permanent adhesion without wrinkling or curling. If side seams are to be provided, they must be glued at the top to within 1/8". Phillipsburg die cut and/or Mackentyre corners on a side seam envelope will not be acceptable. Any side seam envelopes furnished must operate trouble-free on mailers and inserters.

4. Throat – depth of throat must be sufficient so that envelopes can be processed trouble-free on mechanical equipment. For wove envelopes - at a point 3/4” from each side of the envelope, the throat must measure 1/4” + 1/16”.
5. Clasps – For Kraft envelopes, the clasp must be adequately reinforced so that the metal clasps do not become detached.
6. Packing - All envelopes must be so manufactured and packed that no one envelope adheres to another due to excess glue, tight packing or insufficient machine drying time.

AUTOMATED PROCESSING

In order to expeditiously process envelopes on automated equipment, all Items bid must comply with current U.S. Postal Regulations.

STANDARD REQUIREMENTS FOR PRINTED ENVELOPES

The price quoted for printed envelopes is to include all composition and presswork as described in the following paragraphs. Contractor will not be required to reproduce any special logos or artwork under the contract prices. Price additional will be allowed for any special logo plates required.

OVERRUNS AND UNDERRUNS

1. Orders up to 50,000 envelopes shall not exceed + 10%.
2. Orders over 50,000 envelopes shall not exceed + 5%.
3. The agency, at its option, may either accept or reject additional quantities beyond the allowable overrun.
4. If overruns beyond the allowable percentages are accepted, they will be at a negotiated reduction in price.

COMPOSITION

Contractor to set all required type and, when required, submit proofs for agency approval. Contractor will not be required to match any special typeface exactly, but must furnish a reasonably close equivalent. Type sizes required may range from 6 point to 36 point. Bidders must have a minimum of 10 different type faces at their disposal and, if requested, must submit to OGS a list of faces they intend to furnish.

Agency to submit all copy with purchase order. All copy must be typewritten so that the contractor can readily read the information. If available, a previously printed envelope should be submitted, either “for style only” or for copy. It shall be the agency’s responsibility to see that all copy conforms to current U.S. Postal Regulations because contractor will print envelopes per copy and approved proofs furnished.

All of the following Composition is to be included in the prices for printed envelopes:

a. Face of Envelope

1. Name of agency, address, zip code, form number. This information, not to exceed 8 lines, may require printing as a corner card or as a return address in center of envelope.
2. Postal permit information or indicia, some of which may require printing as a solid with reverse type.
3. New York State Seal or State University of New York Seal.
4. Facing Identification Marks (FIM)
5. Four ruled lines - (for sender’s name and return address)
6. Business Reply Mail (BRM) - to include all information necessary for a business reply envelope printed in a format which conforms to current U.S. Postal Regulations for BRM.

b. Reverse and/or Flap

1. Maximum of eight lines of type, any size or width or style of type, plus Recycled Emblem or recycled statement.

Composition Note: Rules (horizontal or vertical), in an area other than the return address area (upper left area of the envelope) are to be counted as a full line of type. The horizontal bars required for Business Reply Envelopes are not to be considered as rules. Any composition which does not fall into any of the foregoing items will be subject to an additional charge if the envelope ordered falls within the scope of this contract.

PRESSWORK INCLUDED IN THE PRICE OF PRINTED ENVELOPES

Envelopes to be printed in one color only. All presswork to be first quality using either rubber plates or metal offset plates. Ink coverage must be uniform and adequate. There should be no hairlines, broken letters, misaligned letters, smudged characters or evidence of offsetting. **No additional charge will be allowed for metal offset plates.** Envelopes that have been poorly and/or improperly printed will be rejected and will have to be replaced at contractor's expense in accordance with Section *Product Returns Because of Quality Problems*.

INK REQUIREMENTS

1. Ink must be laser safe to permit processing thru laser printers.
2. Printing price to include black ink, blue ink or any standard ink color which the envelope manufacturer normally uses in the course of their business. Matching special colors will not be required. **Only one color printing will be permitted.**
3. Quote additional prices for adding an inside security tint where requested. Security tint shall be printed in either black or blue ink (contractor's option). Pattern of security tint to be chosen by the contractor.
4. 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%.

SPECIFICATIONS FOR ITEMS 1 THROUGH 4 – WOVE ENVELOPES (WHITE REGULAR & WINDOW)**WINDOW ENVELOPES**

Bid prices must cover any size and/or position for one window as specified on agency's purchase order. A tolerance of + 1/16" for window size will be permitted. Windows must be positioned per copy. It shall be the agency's responsibility to order a window size and position which conforms to current U.S. Postal Regulations. However, it is the contractor's responsibility to advise the agency if window size and/or placement ordered does not meet current U.S. Postal Regulations. All window envelopes must have the window patch securely and fully attached, especially at the top edge to prevent snagging of inserted material.

PLEASE NOTE: The clear film material used for windows must be a recyclable patch that is "repulpable". The patch (clear film material) must perform like petro-based plastics and must meet all current U.S. Postal Regulations including readability standards.

Some agencies may require an open window (no patch). Bidders are to state where indicated the price deduction for an open window. Quote price additional for furnishing an additional die-cut window where requested.

WOVE ENVELOPE STYLE AND CONSTRUCTION

Envelopes which are required for mailing purposes must meet current minimum mailing size requirements of the U.S. Postal Service and any size tolerance, which would render them to be un-mailable, will not be accepted.

CONTRACTOR MUST BE ABLE TO FURNISH ALL SIZES LISTED WITHIN AN ITEM. NYS AGENCIES, AT THEIR OPTION, MAY ORDER ANY OF THE SIZES LISTED.

ITEM 1 - Printed & Unprinted Commercial Style, Recycled White Wove Envelopes (Diagonal Seam) - No Windows

Stock white envelope wove sub. 24 - Recycled only - (Brightness 78 minimum)
 Flap* standard or executive style - gummed
 Seams diagonal
 Opening side
 Sizes #6-3/4 (3-5/8" x 6-1/2") Printed and Unprinted
 #9 (3-7/8" x 8-7/8") Printed and Unprinted
 #10 (4-1/8" x 9-1/2") Printed and Unprinted
 #11 (4-1/2" x 10-3/8") Printed and Unprinted
Note: Not all quantities for all sizes have been awarded. Please refer to the Contractor's Pricelist.

ITEM 2 - Printed & Unprinted Commercial Style, Recycled White Wove Envelopes (Side Seam) – No Windows

Stock white envelope wove sub. 24 - Recycled only - (Brightness 78 minimum)
 Flap* standard or executive style - gummed
 Seams side
 Opening side
 Sizes #9 (3-7/8" x 8-7/8") Printed and Unprinted
 #10 (4-1/8" x 9-1/2") Printed and Unprinted
 #11 (4-1/2" x 10-3/8") Unprinted Only
Note: Not all quantities for all sizes have been awarded. Please refer to the Contractor's Pricelist.

ITEM 3 - Printed & Unprinted Commercial Style, Recycled White Wove Window Envelopes (Diagonal Seam)

Stock white envelope wove sub. 24 - Recycled only - (Brightness 78 minimum)
 Flap* standard or executive style - gummed
 Seams diagonal
 Opening side
 Window Window - Clear repulpable material, fully secured - size and location to be specified on agency purchase order. Window material must not be wrinkled or cloudy. EnviroSafe® EWF® 22DG, manufactured by Multi-Plastics, Inc., may be substituted for the clear film material used for envelope windows under the Contract. Transparency of the material used in the manufacture of these windows must fully comply with the current United States Postal Regulations. Window patch must be securely fastened to prevent snagging of inserted material.
 Sizes #9 (3-7/8" x 8-7/8") Printed
 #10 (4-1/8" x 9-1/2") Printed and Unprinted
 #11(4-1/2" x 10-3/8") Printed
Note: Not all quantities for all sizes have been awarded. Please refer to the Contractor's Pricelist.

ITEM 4 - Printed & Unprinted Commercial Style, Recycled White Wove Window Envelopes (Side Seam)

Stock white envelope wove sub. 24 - Recycled only - (Brightness 78 minimum)
 Flap* standard or executive style - gummed
 Seams side
 Opening side

Window Clear repulpable material, fully secured - size and location to be specified on agency purchase order. Window material must not be wrinkled or cloudy. EnviroSafe® EWF® 22DG, manufactured by Multi-Plastics, Inc., may be substituted for the clear film material used for envelope windows under the Contract. Transparency of the material used in the manufacture of these windows must fully comply with the current United States Postal Regulations. Window patch must be securely fastened to prevent snagging of inserted material.

Sizes #9 (3-7/8" x 8-7/8") Printed
 #10 (4-1/8" x 9-1/2") Printed and Unprinted
 #11(4-1/2" x 10-3/8") Printed

Note: Not all quantities for all sizes have been awarded. Please refer to the Contractor’s Pricelist.

***FLAP NOTE:** On Items 1 and 3, there are some agencies who require a diagonal seam envelope with a standard rounded flap instead of a pointed executive or V-Flap. If price is based on executive or V-Flap style flap, indicate, if applicable, the upcharge for a standard die-cut rounded flap envelope.

WOVE ENVELOPE PERMISSIBLE ADDITIONAL CHARGES

1. Making a rubber or metal plate to reproduce a NYS agency logo other than the NYS Seal or the State University of New York Seal. All negatives to become the property of NYS and must be returned to agency with completed job. Price per plate quoted must include any size up to a maximum of 2" x 2". This price to cover line work only. Agency must furnish camera-ready artwork. Contractor is not to perform any artwork nor make any halftone plates. This price per plate is to be a flat charge and has no bearing on the quantity of envelopes ordered.
NOTE: No additional plate charge will be allowed for the Recycled Emblem.
2. Furnishing special PMS inks as requested on agency purchase order. Quote an additional price per thousand envelopes for printing in a PMS matched ink. Price is to include any PMS ink color.
3. Additional Composition (composition in excess of that described in Section 5.2.10, *Composition*) Bidders are to quote a price per line for additional lines of composition.

Contractor will be required to set these additional lines in any size, type and to any width desired. Price per line quoted is to be all inclusive and include all proofs necessary. These lines may be placed in any location on the envelopes.

This price per line is to be a flat charge and has no bearing on the quantity of envelopes ordered. These extra lines are to be straight reading matter or rules as lines by themselves. Both horizontal and vertical rules may be required.

SPECIFICATIONS FOR ITEMS 5 THROUGH 8 – KRAFT ENVELOPES

KRAFT ENVELOPE STYLE AND CONSTRUCTION

Envelopes which are required for mailing purposes must meet current minimum mailing size requirements of the U.S. Postal Service and any size tolerance, which would render them to be un-mailable, will not be accepted.

CONTRACTOR MUST BE ABLE TO FURNISH ALL SIZES LISTED WITHIN AN ITEM. NYS AGENCIES, AT THEIR OPTION, MAY ORDER ANY OF THE SIZES LISTED.

ITEM 5 - “KB” - Printed “KB” Booklet Style, Recycled Light Brown Kraft Envelopes

- Stock light brown envelope Kraft - Sub. 28 – Recycled only
- Flap seal flap depth shall be such that the entire gummed portion of flap adequately effects a permanent adhesion.
- Seams two side seams with seams folded inside
- Opening side
- NOTE Postage savers not acceptable.
- Sizes 6” x 9”, 6-1/2” x 9-1/2” Printed
 9” x 12”, 9-1/2” x 12-1/2”, or 9-1/2” x 12-5/8” Printed
 10” x 13” Printed
- Note:** Not all quantities for all sizes have been awarded. Please refer to the Contractor’s Pricelist.

ITEM 6 - “K” - Printed & Unprinted “K” Commercial Style, Recycled Light Brown Kraft Envelopes
NOT AWARDED

ITEM 7 - “KSS” - Printed & Unprinted “KSS” Latex Self-Seal, Open End, Recycled Light Brown Kraft Envelopes

- Stock Light brown envelope Kraft - Sub. 28 – Recycled only
- Seams Center seams
- Opening end
- Construction In addition to gumming on flap, these envelopes must have another gummed strip running parallel to flap in an area below flap, applied in such a manner that envelope can be securely sealed by merely pressing together the two opposing surfaces which have been treated with a special adhesive that sticks only to itself.
- Sizes 6” x 9”, 6-1/2” x 9-1/2” Printed and Unprinted
 7-1/2” x 10-1/2” Printed Only
 9” x 12” Printed and Unprinted
 10” x 13” Printed and Unprinted
 10” x 15” Printed Only
- Note:** Not all quantities for all sizes have been awarded. Please refer to the Contractor’s Pricelist.

ITEM 8 - “KOE” - Printed & Unprinted “KOE” Open End, Recycled Light Brown Kraft Envelopes

- Stock light brown envelope Kraft - Sub. 28 – Recycled only
- Flap gummed
- Seams center seams plus bottom seam
- Clasp with or without clasp - when clasp is required, envelopes must have round hole punched in center of flap area;
 Holes must be reinforced by a well gummed patch which must remain affixed to flap;
 Clasps to be metal and affixed near center seam of envelope in such a manner that they will not become detached during the course of normal handling.
- Opening open end
- Construction In addition to gumming on flap, these envelopes must have another gummed strip running parallel to flap in an area below flap, applied in such a manner that envelope can be securely sealed by merely pressing together the two opposing surfaces which have been treated with a special adhesive that sticks only to itself.
- Sizes 4-5/8” x 6-3/4” Unprinted – NOT AWARDED
 6” x 9” Printed and Unprinted

6-1/2" x 9-1/2"	Printed and Unprinted
7" x 10"	Printed and Unprinted
7-1/2" x 10-1/2"	Printed Only
8" x 11", 8-1/2" x 11-1/2"	Printed Only
9" x 12"	Printed and Unprinted
9-1/2" x 12-1/2"	Printed and Unprinted
10" x 12", 10" x 13", 10-1/2" x 13"	Printed and Unprinted
10" x 15"	Printed and Unprinted
12" x 15", 12" x 15-1/2"	Printed Only

Note: Not all quantities for all sizes have been awarded. Please refer to the Contractor’s Pricelist.

KRAFT ENVELOPE PERMISSIBLE ADDITIONAL CHARGES

1. Making a rubber or metal plate to reproduce a NYS agency logo other than the NYS Seal or the State University of New York Seal. All negatives to become the property of NYS and must be returned to agency with completed job. Price per plate must include any size up to a maximum of 2" x 2". This price shall cover line work only. Agency must furnish camera-ready artwork. Contractor is not to perform any artwork nor make any halftone plates. This price per plate is to be a flat charge and has no bearing on the quantity of envelopes ordered.
NOTE: No additional plate charge will be allowed for the Recycled Emblem.
2. Printing a green diamond design border plus the words “FIRST CLASS MAIL” on one side only for certain types of Kraft envelopes. No specific size or design or shade of green is required. Contractor to furnish the same design and color of ink they use in the normal course of their business. Bidder to quote a price per M. This per M price is to be an all-inclusive price. No plate or design charges will be allowed.
3. Furnishing special PMS inks as requested on agency purchase order. Quote an additional price per thousand envelopes for printing in a PMS matched ink. Price is to include any PMS ink color.
4. Additional Composition (composition in excess of that described in Section 5.2.10, *Composition*). Quote a price per line for additional lines of composition. Contractor will be required to set these additional lines in any size, type and to any width desired. Price per line quoted is to be all inclusive and include all proofs necessary. These lines may be placed in any location on the envelopes. This price per line is to be a flat charge and has no bearing on the quantity of envelopes ordered. These extra lines are to be straight reading matter or rules as lines by themselves. Both horizontal and vertical rules may be required.

VERIFICATION OF RECYCLED CONTENT OF PAPER AND ENVELOPE WINDOW MATERIAL

The State reserves the right to verify the recycled content of paper and envelope window material provided under the Contract at any time, and by any means available, including but not limited to:

- Supplier invoices for proposed recycled content paper and envelope window material
- Site inspection

Contractor shall cooperate with all such verification efforts.

OFFICIAL USE ONLY/NO PERSONAL USE

The Contract is only for official user by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

PROOFS

Proofs will not be required on orders under 100,000 for wove envelopes and 25,000 for Kraft envelopes unless there is copy change, an address change, or the agency specifically requests proofs. If an ordering agency is

requiring proofs before the contractor prints the envelopes, the request for proofs shall be noted on the purchase order. Proofs must be submitted by first class mail.

MINIMUM ORDER

Minimum order contractor must accept shall be for the first quantity indicated under “UNIT ORDER” under each Item. Orders shall be issued by any Authorized User for inside delivery to one destination only, and shall be forwarded by the agency, together with copy, directly to the contractor. On invoices less than \$200.00, actual freight charges **may be charged to the ordering agency**. However such charges must be made known at the time of order. Items may be combined on one order to achieve the \$200.00 minimum. The contractor may hold all items on an order for shipment at one time (no split deliveries). If an agency requests a split delivery, the agency would then be responsible for the freight charges involved.

Any freight charges are to be listed separately on the invoice, and the freight bill must be attached. A separate invoice is not to be submitted for freight charges alone. On invoices over \$200.00, freight is included in the price per thousand envelopes. Contractor may, at their discretion, return any order which does not call for an even carton quantity.

CONTRACT PERIOD AND RENEWAL

The Contract(s) shall commence after all necessary approvals by both parties, and shall become effective upon mailing of the final Contract Award Notice by OGS (see Appendix B §24 *Contract Creation/Execution*). The Contract(s) shall be in effect for three (3) years beginning on the date of approval of the first contract awarded as a result of the IFB, and shall end conterminously three (3) years from the approval of the first contract awarded as a result of the IFB. If mutually agreed between OGS and the Contractor, the Contract may be renewed under the same terms and conditions for additional period(s) for up to two (2) additional years. Price decreases or discount increases are permitted at any time.

SHORT TERM EXTENSION

In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should a replacement Contract be issued in the interim.

CONTRACT ADVERTISING

In addition to the requirements set forth in Appendix B, *Advertising Results*, any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by OGS prior to issuance. Contractor also cannot use, for any purpose, the New York State of Opportunity registered trademark or the State coat of arms without prior approval from the State.

PROMPT PAYMENT DISCOUNTS

Contractor may offer prompt payment discounts at the transaction level. Please refer to the Contractor Information page.

VOLUME DISCOUNTS

Contractors are encouraged to offer volume discounts based on total dollars purchased. Other discounts including but not limited to electronic access ordering are also encouraged.

NEW YORK STATE PURCHASING CARD (PROCUREMENT CARD)

See "Purchasing Card" in Appendix B, §15. All Bidders shall indicate if they will accept the NYS Purchasing Card (also referred to as the Procurement Card) for orders not to exceed \$50,000 (see Attachment 5 – *Bidder Information Questionnaire*). For all purchases executed using a New York State Purchasing Card, Contractor shall provide an itemized receipt with each delivery.

ORDERS

Contractor shall be capable of accepting orders manually, via facsimile, and, as an option, electronically via the Internet through a web-based ordering system. Contractor shall be required to provide written quotes to Authorized Users who request them prior to placing an order.

The web-based ordering system, if offered, shall allow Authorized Users to enter orders and have full order inquiry capabilities. All orders (manual, fax, electronic) shall reference requisition and/or purchase order number as required. If offering a web-based ordering system, the Contractor represents and warrants that it is the sole owner of the software product used for its ordering system, or, if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in any Contract resulting from this Invitation for Bids and as described further in Appendix B. Bidder further warrants and represents that the software product is of original development, and/or that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person/company.

Contractor shall defend, indemnify and save New York State wholly harmless from all costs, liability, and damages, including attorney fees incurred by New York State as a result of claims by a third party that New York State use of such data, information, and software infringes the rights of such third party. New York State shall promptly notify Contractor in the event New York State learns of such claim by a third party.

The web-based ordering system* shall be capable of processing, controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Ordering Agency/Facility and Delivery Address
- Contract Number
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- Contract Item # and Item Description
- Extended and Total Amounts
- Make & Model Number of Mechanical Equipment (postage machine, inserter, etc.) upon which ordering agency envelopes will be processed. This information should be specified by ordering agency when ordering.
- If Ordering Agency Requires Proofs before Printing

*Comparable systems meeting the intent of the specifications may be considered.

If offering a web-based ordering system, the Contractor shall provide any necessary software (excluding communication software) and training guides/manuals or online support in the use of the web-based ordering system at no additional cost to all Authorized Users capable of placing orders electronically. Samples of software and training guides/manuals may be required. If requested, Contractor must demonstrate its system at an Albany, NY area location designated by the State.

PURCHASE ORDERS AND INVOICING

All Purchase Orders and invoices/vouchers shall include the Contract number and a line by line listing of separate charges. Order confirmation shall mean that the Contractor has received the purchase order, has reviewed it for compatibility with the Item currently on Contract, has resolved any non-compatibility problems with the Contract User, and has entered the order, assigned an order number with anticipated delivery date.

PURCHASE ORDERS

Purchase orders are to include the following information:

1. Contract number;
2. Contractor name;
3. Contract item number and/or description;
4. NYS Contract unit prices, extended and total amounts
5. Make & Model Number of Mechanical Equipment (postage machine, inserter, etc.) upon which ordering agency envelopes will be processed. This information should be specified by ordering agency when ordering.
6. If Contract User requires proofs, language that ordering agency requires proofs for review before contractor prints ordered envelopes.

INVOICES

Authorized Contract Users are instructed not to process invoices that do not include the required information set forth below. Invoices must be detailed and include in the body of the invoice or an attachment to the invoice **all** of the following items. Failure to comply may result in lengthy payment delays. Original invoices must follow the billing instructions contained in the purchase order. Invoices shall include, at a minimum, the following information:

1. Contract number;
2. NYS Vendor Identification number;
3. Contract item number and description;
4. Purchase Order number; and
5. Line item breakdown of all charges

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 accounting systems in use by different Authorized Users.

DELIVERY

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

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 Authorized User and, if applicable, from the Office of General Services, Procurement Services.

All deliveries must be made inside the Authorized User’s storeroom and all Bills of Lading must specify the exact inside destination. Contractor’s driver or helper must unload delivery truck. If no elevator is available at the delivery site, delivery will be made only to a ground floor location. NYS agencies whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13’-6" must specify on their purchase order: "Maximum trailer height for delivery to this location is _____ (insert height in this space)."

DELIVERY TIME (Expressed in number of Business Days):

	Quantities up to 50,000	Quantities over 50,000
Unprinted Envelopes	25	30
Printed Envelopes		
Proofs	10	10
(Business Days after receipt of Purchase Order)		
Finished Envelopes	25	30
(Business Days after OK'd proof)		

All guaranteed delivery requirements must be strictly adhered to.

PACKAGING

Pack 500 envelopes per box.

All corrugated shipping cartons must be labeled on one outside end to clearly indicate purchase order number, form number and quantity. Cartons and boxes remain the property of New York State. Cartons must be fully packed, with a minimum of air space, so that they can be stacked without the bottom cartons collapsing. Cartons to be clearly marked to indicate which side is “UP” so envelopes will not bend or warp from being kept in agencies storeroom. **Shipments containing broken or collapsed cartons will be rejected.** Cartons must contain uniform quantities so that shipment totals can be readily verified.

Any pallets furnished must be the disposable type, yet be sturdy enough to properly support the weight of the cartons placed upon them without breaking. Wood or plastic preferred for pallets. Pallets become the property of New York State. No additional charges for pallets will be allowed.

PACKING SLIPS

A legible packing slip and/or purchase order copy must accompany each shipment. The carton containing packing slip must be so marked.

LABELING

Number of packages in a single shipment must be marked on outside of each carton. Purchase order numbers, where required by the ordering Authorized User, must appear on the outside of each carton delivered.

BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available.

SUBSTITUTIONS

The OGS Commissioner’s written approval is required prior to product substitution. See Appendix B, § 35 *Product Substitution*. All unauthorized substitutions and/or additions shall be returned to the Contractor at the Contractor’s expense.

PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS

Upon written notification by the Authorized User to the Contractor, products determined to have quality problems, outdated product, damage, etc., shall be picked up by the Contractor within ten (10) business days after notification with no restocking charge. The Authorized User shall elect whether to receive a replacement product or a credit/refund for the full purchase price of such returned product. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery.

PRODUCT RETURNS DUE TO AUTHORIZED USER ERROR

Unprinted envelope products ordered in error by an Authorized User shall be returned by Authorized User at its expense for credit within fifteen (15) business days of delivery. Standard stock products must be in resalable condition (original packaging, unused). The Contractor may charge a restocking fee--not to exceed ten percent--for product returns due to Authorized User error.

CANCELLATION OF PURCHASE ORDERS

Cancellation of orders in part or whole for unavailable Products shall be made by means of appropriate notations and adjustments on orders returned by Contractor to the Authorized User. Contractors shall make no shipments of canceled Products except on the basis of a new order.

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Contract Users until the items have been delivered and accepted in accordance with Section 5.21, *Delivery*. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements in Section 5.20, *Purchase Orders and Invoicing*.

CONTRACT ADMINISTRATOR

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis.

TOLL-FREE NUMBER

A Contractor must provide a toll-free telephone number for the Authorized User usage. Contractor must staff this toll-free number at a minimum from 8:00 a.m. to 5:00 p.m. ET Monday through Friday, excluding NYS holidays. If Contractor does not currently maintain a toll-free number, the Bidder must be willing to establish either one prior to award of Contract.

INSURANCE REQUIREMENTS

Contractor shall comply with Insurance requirements in Attachment 4 – *Insurance Requirements*. Within thirty (30) days after renewal or replacement of any policy required by any Contract resulting from this Solicitation, or within three (3) business days of request, Bidders and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements.

REPORT OF CONTRACT USAGE

Contractor shall furnish a report of all Product provided under the Contract during each semiannual period, no later than 14 days following the close of each half year. A template for such report is included in Attachment 8 – *Report of Contract Usage*. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2013, or lower version (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, Award Number, Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Contract term.

AUTHORIZED CONTRACT USER SALES REPORTS

Upon written request by an Authorized Contract User, the Contractor shall furnish to such Authorized Contract User, on a monthly basis, a report listing the following: name of products purchased, quantity purchased, unit price and total dollar volume of purchases.

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

Policy Statement

The New York State Office of General Services (“OGS”), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority- and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the Statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

General Provisions

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.

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. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority- and women-owned business enterprises (“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.

The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, 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.

Equal Employment Opportunity (EEO)

Contractor shall comply with the provisions of Article 15-A set forth below. These provisions 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) work, goods, or services unrelated to 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.

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.

Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”)

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. Separate forms shall be completed by Contractor and any subcontractor.

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.

Contractor shall comply with the provisions of the Human Rights Law, 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.

Contract Goals

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 and 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.

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 and copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development 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.

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

NEW YORK STATE STATEWIDE FINANCIAL SYSTEMS (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 Bundle 18, operating on People Tools version 8.49.33. 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 goods and services 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. 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 is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

SURPLUS/TAKE-BACK/RECYCLING

1. A State agency is reminded of its obligation to comply with the NY State Finance Law §§ 167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

2. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section 3 below for specific requirements governing electronic equipment recycling.
3. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act (“Act”) (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>.
4. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant Contract(s) may be available from one or more preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law §162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR FILE REGISTRATION

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her 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 Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when 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 or her designee issues a written notice authorizing a resumption of performance under the Contract. The Contractor agrees that if it is found by the State that the 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 or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such

event, the Commissioner of OGS or her designee 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.

NEW YORK STATE TAX LAW §5-A

Tax Law Section 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.

Contractors may consult with DTF's website at <http://www.tax.ny.gov/> for additional information and frequently asked questions.

CONTRACTOR PERFORMANCE

Authorized Users should notify the Procurement Services Contract administrator promptly if the Contractor fails to meet the requirements of this Contract. Performance which is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

MERCURY ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

RESERVATION

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a Contract product(s) totaling more than 2,000,000 of an item (one size, style).

AMERICANS WITH DISABILITIES ACT (ADA)

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidders are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals.

Although it is not mandatory for Bidders to have this equipment in order to receive an award, it is necessary to identify any such equipment offered they have which falls into the above category.

ADDITIONAL REQUIREMENTS

1. NO DRUGS OR ALCOHOL

For reasons of safety and public policy, in any Contract resulting from this procurement, 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.

2. TRAFFIC INFRACTIONS

The State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

WEBSITE ACCESSIBILITY

Responsibility for Content: Contractor is solely responsible for administration, content, intellectual property rights and all materials at Contractor's website. Contractor is solely responsible for its actions and those of its agents, employees, resellers, Sub-Contractors or assigns, and agrees that neither Contractor nor any of the foregoing has any authority to act or speak on behalf of the State. As applicable, Contractor agrees to comply with the Office of Information Technology Services f/k/a Office for Technology policy NYS-P08-005 Accessibility of Web-Based Information and Applications, as may be amended, the stated purpose of which is to make State Agency web-based Intranet and Internet information accessible for persons with disabilities. In accordance with such policy, the following language is incorporated into any Contract resulting from this procurement:

Any web-based information and applications development, or programming delivered pursuant to the Contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by (state agency name, Contractor or other) and the results of such testing must be satisfactory to (state agency name) before web-based information and applications will be considered a qualified deliverable under the Contract or procurement.

APPENDIX A

Appendix A, *Standard Clauses For New York State Contracts*, dated January 2014, attached hereto, is hereby expressly made a part of this bid document as fully as if set forth at length herein.

APPENDIX B

Appendix B, *Office of General Services General Specifications*, dated April 2016, 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.

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22988 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED SEPTEMBER 16, 2016.

**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: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & mail to:

OGS PROCUREMENT SERVICES
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 customer.service@ogs.ny.gov

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