



Contract Award Notification

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| Title | : | Group 50030 Wove & Kraft Envelopes (State Agencies) Classification Code(s): 44 |
| Award Number | : | <u>23272-RA</u> (Replaces Awards 22988-RS) |
| Contract Period | : | August 17, 2023 to August 16, 2026 |
| Bid Opening Date | : | May 9, 2023 |
| Date of Issue | : | August 17, 2023 |
| Specification Reference | : | As Incorporated In Invitation for Bid 23272 |
| 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

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE IFB. THE CONTRACT RESULTING FROM IFB 23272 HAS BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACT. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE IFB DOCUMENT.

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 materials.

This Contract Award Notification contains no MWBE or SDVOB goals.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED. IDENT. #</u> <u>NYS VENDOR#</u> |
|-------------------|---|--|--|
| PC70105 | Cenveo Worldwide Limited 200 First Stamford Place, 2 nd Floor Stamford, CT 06902 | Tel: (917) 301-9066 (800) 551-9455 Joe Bruno E-mail: joe.bruno@cenveo.com | 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/5003023272CAN.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).

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 \$250.00, freight is included in the price per thousand envelopes. On invoices less than \$250.00, 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 \$250.00 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 unit price for the lowering ordering quantity shall be used to calculate the total price.

OVERVIEW

This Contract is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for Printed and Unprinted Envelopes in Wove and Kraft styles in various sizes as specified herein for use only by New York State Agencies for purchases.

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, White Wove Envelopes (Diagonal Seam)
2. Printed & Unprinted Commercial Style, White Wove Envelopes (Side Seam)
3. Printed & Unprinted Commercial Style, White Wove Window Envelopes (Diagonal Seam)
4. Printed & Unprinted Commercial Style, White Wove Window Envelopes (Side Seam)
5. Printed & Unprinted “KSS” Latex Self-Seal, Open End, Light Brown Kraft Envelopes
6. Printed & Unprinted “KOE” Open End, Light Brown Kraft Envelopes

ESTIMATED QUANTITIES

All quantities or dollar values listed within this Contract are estimates. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this IFB, based on historical purchases under previous awards, is approximately \$1,250,000 annually. 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. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this IFB to vary substantially from the estimates in the IFB. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- 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 individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- 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 Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates 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 Contractor, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the IFB.
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 IFB.
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”.

CONFLICT OF TERMS

Conflicts among the documents in this IFB shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The IFB;
3. Appendix B, General Specifications;
4. All other appendices and attachments to the IFB.

SPECIFICATIONS

CONSTRUCTION QUALITY GUARANTEE

Contractor 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, 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 contractor’s responsibility to familiarize themselves with the specifications and/or capabilities of the aforementioned equipment and, if awarded a Contract, furnish envelopes that 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 are sufficient to readily effect a perfect and permanent adhesion. The adhesive used on the flaps shall not discolor the paper when sealed, and 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 affect 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.

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.

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.

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. 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.

Some agencies may require an open window (no patch). Contractors 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, White Wove Envelopes (Diagonal Seam) - No Windows:

| | | |
|-----------------|---|-----------------------|
| <u>Stock:</u> | White envelope wove sub. 24 (Brightness 78 minimum) | |
| <u>Flap*:</u> | Standard or executive style - gummed | |
| <u>Seams:</u> | Diagonal | |
| <u>Opening:</u> | Side | |
| <u>Sizes:</u> | #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 |

*FLAP NOTE: On Item 1 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.

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

Stock: White envelope wove sub. 24 (Brightness 78 minimum)
Flap*: Standard or executive style - gummed
Seams: Side
Opening: Side
Sizes: #9 (3-7/8" x 8-7/8") Printed
 #10 (4-1/8" x 9-1/2") Printed and Unprinted

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

Stock: White envelope wove sub. 24 (Brightness 78 minimum)
Flap*: Standard or executive style - gummed
Seams: Diagonal
Opening: Side
Window: Size and location to be specified on agency purchase order.
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

*FLAP NOTE: On Item 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.

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

Stock: White envelope wove sub. 24 (Brightness 78 minimum)
Flap*: Standard or executive style - gummed
Seams: Side
Opening: Side
Window: Size and location to be specified on agency purchase order.
Sizes: #9 (3-7/8" x 8-7/8") Printed
 #10 (4-1/8" x 9-1/2") Printed and Unprinted

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*) Contractors 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 AND 6 – 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 - “KSS” - Printed & Unprinted “KSS” Latex Self-Seal, Open End, Light Brown Kraft Envelopes:

- Stock: Light brown envelope Kraft - Sub. 28
- 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 |
| 9” x 12” | Printed and Unprinted |
| 10” x 13” | Printed and Unprinted |

ITEM 6 - “KOE” - Printed & Unprinted “KOE” Open End, Light Brown Kraft Envelopes:

- Stock: Light brown envelope Kraft - Sub. 28
- 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:

| | |
|-------------------------------------|-----------------------|
| 6” x 9” | Printed and Unprinted |
| 7” x 10” | Printed and Unprinted |
| 7-1/2” x 10-1/2” | Printed and Unprinted |
| 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 |

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. Contractor 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.

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.

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 additions will be allowed for any special logo plates required.

COMPOSITION

Contractor is 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. Contractor 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 provided as press ready PDFs or 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, and 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 that 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, as applicable.

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 and Exchanges*.

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%.

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

The minimum order the Contractor must accept shall be the quantity listed on the first line under the “UNIT ORDER” column for each Item on the Price List. 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 \$250.00, 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 in one order to achieve the \$250.00 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 \$250.00, 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.

Contractor shall cooperate with all such verification efforts.

CONTRACT TERM AND EXTENSIONS

A. The Contract will be in effect for a term of up to three (3) years. The Contract term shall commence after all necessary approvals and shall become effective upon the date of OSC approval of the final executed documents.

B. At the State’s option, the Contract may be extended for two (2) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to the approval of OSC and any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, Contract Term – Extension.

SHORT TERM EXTENSION

This section shall apply in addition to any rights set forth in Appendix B, Contract 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 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

PRICE ADJUSTMENT

Prices are firm for three months from the date of the Contract being awarded. Prices shall be adjusted every three months thereafter in accordance with the provisions indicated below.

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 one-month preceding Contract approval shall be the base index and the average delivered price one month preceding the first price adjustment period 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 average delivered price two months preceding Contract approval shall be the base index and the average delivered price two months preceding the first price adjustment period 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 three-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: PCU322230322230

Seasonally Adjusted:

| | |
|--------------------------|-------------|
| PPI base period | 170.00 |
| PPI adjusted period | 176.00 |
| Index change | 6.00 |
| Divided by base period | 170.00 |
| 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 three 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 three 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.

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 their 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/nys-vendors>

PRODUCT DELIVERY

Printed envelopes are to be delivered no later than 25 Business Days after receipt of order (A/R/O) or Ok'd proof, if applicable. Unprinted envelopes are to be delivered no later than 20 Business Days A/R/O. Guaranteed delivery will be considered when making an award.

PRODUCT RETURN AND EXCHANGES

In addition to the provisions of Appendix B, Title and Risk of Loss for Products Other than Technology Products, Product Substitution, and Rejected Product, Products returned or exchanged due to quality problems, duplicated shipments, incorrect Products shipped, or Contractor errors otherwise not specified, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price with no restocking charges.

Products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

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. Bidder shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekends/holidays.

Bidder shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment 5 – Bidder Information Questionnaire. Contractor must notify OGS within five Business Days if its 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 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/>.

N.Y. STATE FINANCE LAW § 139-1

Pursuant to N.Y. State Finance Law § 139-1, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

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

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.

REPORT OF CONTRACT USAGE

Contractor shall submit Attachment 8 – Report of Contract Usage including total sales to Authorized Users of this Contract by Contractor, no later than 10 days after the close of each semiannual period. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the semiannual report.

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 8 – Report of Contract Usage contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made no sales to any Authorized User under the Contract for the prior year. Termination of the Contract under this Section is in addition to Appendix B – Termination and shall take effect upon written notification to the Contractor. The Contract may also be terminated for failure to file the reports required under this Section.

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.

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. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

- 1. The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. 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. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To

prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>.

2. Separate audits shall be completed by Contractor and all subcontractors utilized on this contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their 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 complete the Workforce Audit 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 complete the Workforce Audit 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 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/>. 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 IFB, 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 IFB 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://ogs.ny.gov/MWBE>

Vendors must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

PARTICIPATION OPPROTUNITITES 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, Contractors/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, 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 IFB. 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*.

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. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

NYS EXECUTIVE ORDER NUMBER 22

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. 22 (Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 22, including specifications for offerings covered by this Contract, may be found at <https://ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 22 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.

PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products 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 meet the form, function, and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

NYS VENDOR RESPONSIBILITY

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 website 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.

**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.services@ogs.ny.gov

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