



Contract Award Notification

Title:	Group 50208 - Paper Roll Stock for Offset and Digital Printing (Albany Area Agencies) Classification Code(s): 14
Award Number:	<u>23156-RS</u> (Replaces Award 22551-RS)
Contract Period:	March 10, 2019 – March 9, 2022
Bid Opening Date:	February 5, 2019
Date of Issue:	March 10, 2019 (Revised March 9, 2021)
Specification Reference:	As Incorporated In The Invitation for Bids 23156
Contractor Information:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award is for the procurement of Paper Roll Stock for Offset and Digital Printing, primarily for use by New York State Government Authorized Users in the Albany area, such as the Education Department, Legislature, Office of Information Technology Services, and Legislative Bill Drafting Commission. The rolls are used on high speed offset printing presses and digital printers to produce high volume printing jobs, such as Regents exams, forms, legislative documents, and other mission critical documents crucial to the functioning of New York State Government. While the Contract is primarily intended for use by the aforementioned entities, other Authorized Users in the Albany area may also purchase under this Contract.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC68516	Central National Gottesman, Inc. D/B/A Lindenmeyr Munroe 20 Hemlock Lane Latham, NY 12110	518-441-0519 800-497-5111 Charlie Launsbach Email: Claunsbach@lindenmeyr.com Website: www.Lindenmeyr.com	13-0425246 1000025910

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

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

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

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

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,

- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

OVERVIEW

This Contract is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for procurement of Paper Roll Stock for Offset and Digital Printing as specified herein for all Authorized Users eligible to purchase through this Contract.

SCOPE

This Contract is issued by the New York State Office of General Services Procurement Services for the procurement of Paper Roll Stock for Offset and Digital Printing, primarily for use by New York State Government Authorized Users in the Albany area, such as the Education Department, Legislature, Office of Information Technology Services, and Legislative Bill Drafting Commission. The rolls are used on high speed offset printing presses and digital printers to produce high volume printing jobs, such as Regents exams, forms, legislative documents, and other mission critical documents crucial to the functioning of New York State Government. While the Contract is primarily intended for use by the aforementioned entities, it is possible that other Authorized Users in the Albany area may also wish to purchase under this Contract.

DEFINITIONS

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

“**Awarded Supplier**” for the purposes of the Supplier Agreement, Awarded Supplier is synonymous with Contractor. See also “Contractor.”

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

“**Buyer**” for the purposes of the Supplier Agreement, Buyer shall refer to OGS.

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

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

“**NYS Vendor ID**” shall mean the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

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

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

“**Procurement Services (PS)**” refers to a division of the New York State Office of General Services which, among other things, lets centralized, statewide Contracts for use by Authorized Users.

ORDER OF PRECEDENCE

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

1. Appendix A (January 2014), Standard Clauses for New York State Contracts;
2. Contract Award Letter;
3. Clarifications to Bid Specifications dated January 23, 2019;
4. Phased Solicitation # 23156 including all Appendices and Attachments referenced therein;
4. Contractor’s Bid Prices as stated in Appendix C of the Contract Award Letter; and
5. Contractor’s Bid.

SPECIFICATIONS

LOT 1 – OPAQUE ROLLS, COLORED ROLLS, AND HIGH SPEED INKJET ROLLS

Item A: Opaque Rolls – Uncoated (White)

Grade

Recycled Opaque Offset

Color

White

Stock

The papers below have been tested and approved; no substitutions will be accepted. Bidder may offer one or more of these brands.

1. Domtar – Lynx Opaque
2. International Paper - Accent Opaque
3. Finch – Finch Opaque

Stock proposed shall be the same as that which is sold to the trade under the same brand name. Private brands will not be accepted. The color of any brand proposed must remain constant from mill run to mill run per the normal mill standards for that particular brand. Color must not be variable within a run or from run to run.

Weight

Sub. 40, Sub. 50, Sub. 60 and Sub 70 - Basis: 25 x 38 - 500

Finish

Smooth

*Brightness

95 minimum

*Opacity

89 minimum for Sub. 40; 92 minimum for Sub. 50; 94 minimum for Sub. 60; 95 minimum for Sub. 70

Recycled Content

The minimum recycled content requirements for post-consumer fiber as defined by the Environmental Protection Agency (EPA) that is acceptable is **30%**.

Recycled Content Certification

The following shall be acceptable to verify Recycled Content:

- Recently published literature by the paper manufacturer or a signed statement by a corporate officer of the manufacturer, verifying a minimum of **30%** post-consumer fiber as defined by the Environmental Protection Agency (EPA).
- Information that the New York State Office of General Services is able to ascertain through readily available sources, such as trade publications or mill literature that the proposed paper complies with New York State’s recycled requirements.

If the recycled content of the Bidder’s Bid cannot be verified by either of the two options above, then OGS will notify Bidder to submit a Paper Manufacturer’s Affidavit of Recycled Content. Failure to submit a properly completed affidavit within six (6) calendar days of notification may result in disqualification of Bid.

Core

3” non-returnable

Roll Widths

11”, 17”, 17-1/2”, 27”, and 35”

Roll Diameter

40” and 50”

Approximate Roll Weights

	<u>Roll Width</u>	<u>Roll Diameter</u>	<u>Approximate Roll Weight</u>
<u>Sub. 40</u>	11”	50”	500 lbs
	17”	50”	750 lbs
<u>Sub. 50</u>	11”	40”	400 lbs
	17”	40”	600 lbs
	11”	50”	650 lbs
	17”	50”	1000 lbs
	17-1/2”	40”	650 lbs
	27”	40”	950 lbs
	35”	40”	1300 lbs
<u>Sub. 60</u>	11”	40”	400 lbs
	17”	40”	600 lbs
	17-1/2”	40”	650 lbs
<u>Sub.70</u>	11”	40”	400 lbs
	17”	40”	600 lbs

Contractor, at their discretion, may accept orders for rolls in widths and diameters not listed at existing Contract pricing; however, no additional charges shall be allowed.

Over and/or Under-runs

Shipments of an item cannot exceed 10% over or under the quantity ordered. Over-runs exceeding this limitation will not be accepted at Contract prices. Should an excess over-run occur, before shipping, Contractor should contact the Authorized User to see if they can use the extra paper. If they can use the excess, the Authorized User will negotiate a price with the Contractor.

Roll Winding and Wrapping

All rolls are to be free from slitter dust and be tightly wound at even tension. Rolls must be individually wrapped to protect contents and the weight marked clearly on outside wrapper and on all shipping and billing papers. Outside wrapper is to be moisture resistant.

Paper is to be wound felt side out. On the 17-1/2" wide rolls only - the disposable cores on these rolls are not to be reinforced with steel or metal tips. The air shaft on the press cannot function properly and the paper will not feed through the press if the cores are metal reinforced.

Splices

Maximum of two splices per roll will be allowed. Splices shall be neatly and securely overlap pasted and made with repulpable adhesive. The adhesive shall not cause the splice to adhere to adjacent laps. The tails of the splices shall be neatly and evenly removed without damage to adjacent laps. Splices shall be flagged at both ends with projecting colored markers, not pasted to the splice, or otherwise clearly marked. Rolls containing splices must be conspicuously marked on the outside wrapper.

Palletization

Some Authorized Users of the Contract require palletization, while others do not.

When palletization is required, all rolls of paper must be delivered on pallets and each item kept separate, where necessary, to meet the requirements of the Authorized User. Pallets must be two-way and sturdy enough to adequately support the load placed on them without breaking. Wood Pallets are required with both a top and bottom wood pallet, capable of being stacked. Pallets must be 100% hard wood pallets, no pine or softwood. Pallets are to be 41 inches x 41 inches with bottoms, reusable, new manufactured pallets. All 3 stringers must be 4 inches x 4 inches. Top deck must consist of four 2 inch x 4 inch boards; bottom deck must consist of three 2 inch x 4 inch boards. Rolls must be individually wrapped, and steel strapped to pallet in both directions, so they do not shift in transit. Rolls to be placed lying flat on pallets (not in a rolling position). Any strapping used must not cut into rolls. Adequate care must be taken to ensure that rolls are not damaged in transit. Maximum pallet load not to exceed 2480 pounds.

When palletization is not required, all rolls must be individually wrapped and delivered lying flat and stacked.

Authorized Users are advised to list any special packing instructions on their Purchase Order. All pallets shall become the property of Authorized Users.

Minimum Order

Minimum order shall be 5,000 lbs. of an item (one size, weight, color). Items cannot be combined to achieve this 5,000 lb. minimum. Contractor may elect to honor orders for less than the minimum order. For such orders less than the minimum order, shipping costs from the Contractor's address (as stated in Bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the Product unless special instructions are stated on the order by the Authorized User.

Sustainability

In addition to the Recycled Content requirement above for this item, all non-recycled or virgin content of proposed Products shall be derived from a sustainably managed renewable resource and must be certified as such through an appropriate third-party certification program recognized by the paper industry, such as the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Confirmation of compliance with this requirement should be attached to and submitted with Bids at the time of the Bid opening. Failure to submit the required documentation may result in the rejection of Bid. OGS reserves the right to request technical documentation to the extent necessary for further verification purposes.

Processed Chlorine Free

The Office of General Services strongly encourages Bids on Products that are Processed Chlorine Free (PCF). In order to be considered PCF, a product must either be accredited as such through an appropriate third-party certification program, which requires as part of its certification criteria that the product be PCF; or substantiated with literature published by the manufacturer or through a signed statement by the manufacturer. Confirmation of PCF properties of proposed products should be

attached and submitted with Bids at the time of the Bid opening. OGS reserves the right to request technical documentation to the extent necessary for verification purposes

Item B: Colored Offset Rolls – Uncoated

Grade

Recycled Colored Opaque or Offset

Color

Standard Pastel Colors

Stock

Contractor may offer multiple brands. Stock proposed shall be the same as that which is sold to the trade under the same brand name. Private brands will not be accepted. The color of any brand(s) must remain constant from mill run to mill run per the normal mill standards for that particular brand. Color must not be variable within a run or from run to run.

Weight

Sub. 50 - Basis: 25 x 38 - 500

Finish

Smooth

Brightness

N/A

Opacity

N/A

Recycled Content

The minimum recycled content requirements for post-consumer fiber as defined by the Environmental Protection Agency (EPA) that is acceptable is **10%**.

Recycled Content Certification

The following shall be acceptable to verify Recycled Content:

- Recently published literature by the paper manufacturer or a signed statement by a corporate officer of the manufacturer, verifying a minimum of **10%** post-consumer fiber as defined by the Environmental Protection Agency (EPA).
- Information that the New York State Office of General Services is able to ascertain through readily available sources, such as trade publications or mill literature that the proposed paper complies with New York State's recycled requirements.

Core

Same as Item A

Roll Widths

17", 17-1/2", and 18"

Roll Diameter

40"

Approximate Roll Weights

	<u>Roll Width</u>	<u>Roll Diameter</u>	<u>Approximate Roll Weight</u>
<u>Sub. 50</u>	17"	40"	600 lbs
	17-1/2"	40"	650 lbs
	18"	40"	650 lbs

Contractor, at their discretion, may accept orders for rolls in widths and diameters not listed at existing Contract pricing; however, no additional charges shall be allowed.

Over and/or Under-runs

Same as Item A

Roll Winding and Wrapping

Same as Item A

Splices

Same as Item A

Palletization

All rolls of paper must be delivered on pallets and each item kept separate, where necessary, to meet the requirements of the Authorized User. Pallets must be two-way and sturdy enough to adequately support the load placed on them without breaking. Wood Pallets are required with both a top and bottom wood pallet, capable of being stacked. Pallets must be 100% hard wood pallets, no pine or softwood. Pallets are to be 41 inches x 41 inches with bottoms, reusable, new manufactured pallets. All 3 stringers must be 4 inches x 4 inches. Top deck must consist of four 2 inch x 4 inch boards; bottom deck must consist of three 2 inch x 4 inch boards. Rolls must be individually wrapped, and steel strapped to pallet in both directions, so they do not shift in transit. Rolls to be placed lying flat on pallets (not in a rolling position). Any strapping used must not cut into rolls. Adequate care must be taken to ensure that rolls are not damaged in transit. Maximum pallet load not to exceed 2480 pounds.

Authorized Users are advised to list any special packing instructions on their purchase order. All pallets shall become the property of Authorized Users.

Minimum Order

Same as Item A

Sustainability

In addition to the Recycled Content requirement above for this item, all non-recycled or virgin content of proposed Products shall be derived from a sustainably managed renewable resource and must be certified as such through an appropriate third-party certification program recognized by the paper industry, such as the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Confirmation of compliance with this requirement should be attached to and submitted with Bids at the time of the Bid opening. Failure to submit the required documentation may result in the rejection of Bid. OGS reserves the right to request technical documentation to the extent necessary for further verification purposes.

Processed Chlorine Free

Same as Item A .

Item C: High Speed Inkjet Rolls

Grade

High-Speed Inkjet Paper

Color

White

Stock

Appvion Triumph High-Speed Inkjet or equivalent. Bidder may offer multiple brands.

Stock shall be capable of running on the newest generations of inkjet presses with either dye-based or pigment-based aqueous inks with minimal show through. Stock proposed shall be the same as that which is sold to the trade under the same brand name. Private brands will not be accepted. The color of any brand proposed must remain constant from mill run to mill run per the normal mill standards for that particular brand. Color must not be variable within a run or from run to run.

Weight

Basis weight: 20/50 lb and 24/60 lb bond/text

Finish

Smooth

*Brightness

90 minimum

*Opacity

91 minimum for Sub. 20/50; 92 minimum for Sub. 24/60

Recycled Content

N/A

Recycled Certification

N/A

Core

Same as Item A

Roll Width

18"

Roll Diameter

48"

Approximate Roll Weights

	<u>Roll Width</u>	<u>Roll Diameter</u>	<u>Approximate Roll Weight</u>
<u>Sub. 20/50</u>	18"	48"	1000 lbs
<u>Sub. 24/60</u>	18"	48"	1000 lbs

Contractor, at their discretion, may accept orders for rolls in widths and diameters not listed at existing Contract pricing; however, no additional charges shall be allowed.

Over and/or Under-runs

Same as Item A

Roll Winding and Wrapping

All rolls are to be free from slitter dust and be tightly wound at even tension. Rolls must be individually wrapped to protect contents and the weight marked clearly on outside wrapper and on all shipping and billing papers. Outside wrapper is to be moisture resistant.

Splices

Maximum of two splices per roll will be allowed. Splices shall be neatly and securely overlap pasted and made with repulpable adhesive. The adhesive shall not cause the splice to adhere to adjacent laps. The tails of the splices shall be neatly and evenly removed without damage to adjacent laps. Splices shall be

flagged at both ends with projecting colored markers, not pasted to the splice, or otherwise clearly marked. Rolls containing splices must be conspicuously marked on the outside wrapper.

Palletization

All rolls of paper must be delivered on pallets. Pallets must be two-way and sturdy enough to adequately support the load placed on them without breaking. Wood Pallets are required with both a top and bottom wood pallet, capable of being stacked. Pallets must be 100% hard wood pallets, no pine or softwood. Pallets are to be 41 inches x 41 inches with bottoms, reusable, new manufactured pallets. All 3 stringers must be 4 inches x 4 inches. Top deck must consist of four 2 inch x 4 inch boards; bottom deck must consist of three 2 inch x 4 inch boards. Rolls must be individually wrapped, and steel strapped to pallet in both directions, so they do not shift in transit. Rolls to be placed lying flat on pallets (not in a rolling position). Any strapping used must not cut into rolls. Adequate care must be taken to ensure that rolls are not damaged in transit. Maximum pallet load not to exceed 2480 pounds.

Authorized Users are advised to list any special packing instructions on their purchase order. All pallets shall become the property of Authorized Users.

Minimum Order

Minimum order shall be 2,000 lbs. for 20/50 lb stock and 5,000 lbs. for 24/60 lb. stock. Contractor may elect to honor orders for less than the minimum order. For such orders, shipping costs from the Contractor’s address (as stated in Bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the Authorized User.

Sustainability

There is no recycled content requirement for this item; however, all non-recycled or virgin content of proposed products shall be derived from a sustainably managed renewable resource and must be certified as such through an appropriate third-party certification program recognized by the paper industry, such as the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Confirmation of compliance with this requirement should be attached to and submitted with Bids at the time of the bid opening. Failure to submit the required documentation may result in the rejection of Bid. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

Processed Chlorine Free

The Office of General Services strongly encourages products that are Processed Chlorine Free (PCF). In order to be considered PCF, product must either be accredited as such through an appropriate third-party certification program, which requires as part of its certification criteria that the product be PCF; or substantiated with literature published by the manufacturer or through a signed statement by the manufacturer. Confirmation of PCF properties of proposed products should be attached and submitted with Bids at the time of the bid opening. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

LOT 2 – CONTINUOUS ROLL FEED PAPER

Item	Type	Basis Weight	Width	Diameter	Average Weight per Roll	Perforations
A	Continuous roll feed paper with pinfeeds	24 lb.	18 inch	45 inch minimum – 50 inch maximum	1000 lbs.	Horizontal – Every 11 inches Vertical - None
B	Continuous roll feed paper with pinfeeds	20 lb.	9.5 inch X 11 inch	45 inch minimum –	525 lbs.	Horizontal – Every 11 inches

				50 inch maximum		Vertical - None
C	Continuous roll feed paper with pinfeeds	20 lb.	12 inch X 8.5 inch	45 inch minimum – 50 inch maximum	513 lbs.	Horizontal – Every 8.5 inches Vertical - None
D	Continuous roll feed paper with pinfeeds	20 lb.	18 inch	45 inch minimum – 50 inch maximum	1000 lbs.	No Horizontal Perforations
E	Three-hole punch continuous roll feed paper with pinfeeds	20 lb.	18 inch	45 inch minimum – 50 inch maximum	1000 lbs.	No Horizontal Perforations

Grade

Forms Bond

Color

White

Stock

Stock shall be capable of running on high-speed laser printers. Bidder may offer multiple brands.

Finish

Smooth

*Brightness

77 minimum

Recycled Content

The minimum recycled content requirements for post consumer fiber as defined by the Environmental Protection Agency (EPA) that is acceptable is **30%**.

Over and/or Under-runs

Shipments of an item cannot exceed 10% over or under the quantity ordered. Over-runs exceeding this limitation will not be accepted at contract prices. Should an excess over-run occur, before shipping, Contractor should contact the Authorized User to see if they can use the extra paper. If they can use the excess, the Authorized User will negotiate a price with the Contractor.

Roll Winding and Wrapping

All rolls to be free from slitter dust and be tightly wound at even tension. Rolls may be individually wrapped or wrapped in groups of two or three to protect contents. Outside wrapper is to be moisture resistant. There shall be a label affixed to the rolls that includes the unwind direction of the roll, a splice indicator, and starting allowance.

Palletization

All rolls of paper must be delivered in rolling position on pallets, steel strapped in both directions. Authorized Users are advised to list any special packing instructions on their purchase order. All pallets shall become the property of Authorized Users.

Minimum Order

Minimum order shall be 50 rolls for Item A; 30 rolls for Item B; 8 rolls for Item C; 30 rolls for Item D; and 5 rolls for Item E. Contractor may elect to honor orders for less than the minimum order. For such orders for less than the minimum order, shipping costs from the Contractor’s address (as stated in Bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are

to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the Authorized User.

Sustainability

In addition to the Recycled Content requirement above, all non-recycled or virgin content of proposed Products shall be derived from a sustainably managed renewable resource and must be certified as such through an appropriate third-party certification program recognized by the paper industry, such as the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Confirmation of compliance with this requirement should be attached to and submitted with Bids at the time of the bid opening. Failure to submit the required documentation may result in the rejection of Bid. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

Processed Chlorine Free

The Office of General Services strongly encourages Bids on Products that are Processed Chlorine Free (PCF). In order to be considered PCF, a product must either be accredited as such through an appropriate third-party certification program, which requires as part of its certification criteria that the product be PCF; or substantiated with literature published by the manufacturer or through a signed statement by the manufacturer. Confirmation of PCF properties of proposed products should be attached and submitted with Bids at the time of the Bid opening. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

CONTRACT TERMS AND EXTENSIONS

- A. Base Term. The Contract shall be in effect for a term of three (3) years. The Contract term shall commence after all necessary approvals and shall become effective upon mailing or electronic communication of the final executed documents to the Contractor (see Appendix B, Contract Creation/Execution).

- B. Extensions: If mutually agreed between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to two (2) years. The Contract extension may be exercised on a month to month basis such as an additional three-month, six month, twelve month, or twenty-four-month period.

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

Price shall include all customs duties and charges and be net, F.O.B. destination as designated by the Authorized User, including unloading on dock and the cost of any pallets plus all transportation charges for delivery in accordance with Section, *Product Delivery*, below.

In addition, upon mutual agreement, additional entities may be given authorization to purchase from the Contract pursuant to Section, *Extension of Use*, below.

PRICE UPDATES

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

For Lot 1, the prices shall be adjusted based on the “Pulp & Paper Week” Price Watch Paper Index for the Uncoated Freesheet, 50-lb offset rolls, 92 bright grade, published monthly by Resource Information Systems, Inc. (RISI).

For Lot 2, the prices shall be adjusted based on the “Pulp & Paper Week” Price Watch Paper index for the Uncoated Freesheet, 20-lb forms bond, stock tab grade, published monthly by Resource Information Systems, Inc. (RISI).

The adjustments shall be established as follows: Following the first three months of the Contract, a price adjustment shall be implemented beginning with the first month following the first three months of the Contract and then every three months of the Contract thereafter. The adjustments shall be based on the percentage of increase or decrease in the average delivered price of the applicable “Pulp & Paper Week” Price Watch Paper Index grade specified for each respective lot.

For example, if price adjustments are scheduled to be implemented in June, they will be based on the percentage of increase or decrease in the average pricing of the grade from the preceding March (base index) through May (adjusted index) as published in “Pulp & Paper Week”. The resulting percentage of increase or decrease shall be applied to the paper prices to arrive at the new Contract pricing. The adjusted index shall then become the base index for the next price adjustment period. Each succeeding three months will follow this format.

The following example illustrates the computation of percent change for either of the referenced “Pulp & Paper Week” Price Watch Paper indices:

Avg. price delivered base period	\$1,250.00
Avg. price delivered adjusted period	\$1,280.00
Index change	\$30.00
Divided by base period	\$1,250.00
Equals	0.024
Result multiplied by 100	0.024 x 100
Percent change	2.4%

Should either of the referenced “Pulp & Paper Week” indices become discontinued during the course of the Contract, OGS will first replace it with another “Pulp & Paper Week” index chosen by OGS that is deemed

acceptable for the applicable lot, or otherwise with an appropriate Producer Price Index (PPI) chosen by OGS for the applicable lot that is published by the U.S. Department of Labor, Bureau of Labor Statistics, and 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 implemented price adjustments through the issuance of revised pricing posted to the OGS public website. Price increases or decreases shall not exceed 5%.

PRICE STRUCTURE

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

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

ORDERING

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

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

PURCHASING CARD OFFERS

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

INVOICING AND PAYMENT

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

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

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order

- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

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

PRODUCT DELIVERY

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order. For Lot 1, delivery of orders should be made within 42 to 56 consecutive calendar days after receipt of order. For Lot 2, delivery of orders should be made within 30 consecutive calendar days after receipt of order. Bidder shall state its earliest delivery if this timeframe cannot be met. Note: Guaranteed delivery may be considered in making award. The decision of OGS as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify OGS and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User.

Most deliveries will be accepted between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday except on New York State and legal holidays. However, there are some Authorized Users, such as the Legislative Bill Drafting Commission, that require off hour deliveries (before 7:00 AM or after 6:30 PM); and the NYS Office of Information Technology Services requires all deliveries to be made prior to 2:00 PM. Authorized Users shall be responsible for including any special delivery instructions on their Purchase Order.

There are some Authorized Users that cannot accept 45-foot long, 13'6" high trailers, and where delivery must be made in straight trucks with power tailgate. For example: the entrance to the loading dock at the Education Dept. printing plant CANNOT accommodate tractor trailers over the height of 12'6" when empty. Authorized Users whose receiving facilities cannot accommodate a 45 ft. over the road trailer with a height of 13'-6" must specify such details on their Purchase Order - any length, height, and/or weight limitation of their receiving facility.

All deliveries shall be pallet deliveries unloaded only onto Authorized User's dock (see *Palletization* specification requirements for each item). Contractor's driver must unload delivery truck. Authorized Users must have a loading dock and materials-handling equipment which they must allow the Contractor's delivering driver to use, if requested, capable of moving pallets from the delivery truck to the Authorized User's dock.

The Purchase Order number assigned must be on all invoices, packing slips and bill of lading. Contractor shall notify Authorized Users 48 hours in advance of an anticipated delivery.

No additional freight or delivery charges will be allowed.

PRODUCT RETURNS AND EXCHANGES

In addition to the provisions of Appendix B, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due

to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

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. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed 10% of the net price of the returned or exchanged 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.

UNANTICIPATED EXCESSIVE PURCHASE

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a Contract product(s) totaling more than 40,000 lbs. for shipment to one destination.

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 weekend/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 it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

NYS FINANCIAL SYSTEM (SFS)

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

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

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

The State 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: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

INSURANCE

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

INSURANCE INQUIRIES ONLY
PRIMARY CONTACT

Leighann Brown
Telephone: (518) 457-6595
Email: ogs.sm.insrev@ogs.ny.gov

REPORT OF CONTRACT USAGE

Contractor shall submit Attachment 8 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, no later than 15 days after the close of each six month 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 semi-annual report.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBES), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

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.

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 (“MWBES Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds,

suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

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

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

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

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

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

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

subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

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

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

V. Fraud

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

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

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

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

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and

expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

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

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

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

USE OF RECYCLED OR REMANUFACTURED MATERIALS

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Solicitation. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, *Remanufactured, Recycled, Recyclable or Recovered Materials*.

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.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER NO 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 Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://www.ogs.ny.gov/greenny/>. 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.

DIESEL EMISSION REDUCTION ACT

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

The Law may be applicable to vehicles used by Contractors “on behalf of” State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

NYS VENDOR RESPONSIBILITY

OGS conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction Contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire. The Bidder agrees that if it is awarded a Contract the following shall apply:

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

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

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

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

NYS TAX LAW SECTION 5-A

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

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

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

“OGS OR LESS” GUIDELINES

Purchases of the Products included in the Solicitation and resulting Contract are subject to the “OGS or Less” provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under “OGS or

Less” flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

EXTENSION OF USE

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

NEW ACCOUNTS

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

DRUG AND ALOCOHOL 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.

SAMPLES

- A. The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's/Contractor's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Solicitation or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period,

the sample, where feasible, will be returned as instructed by the Bidder/Contractor, at the Bidder's/Contractor's expense and risk. Where the Bidder/Contractor has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

- B. **Enhanced Samples** - When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- C. **Conformance with Samples** - Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Solicitation. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Solicitation, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.
- D. **Testing** - All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.
- E. **Requests for Samples by Authorized Users** - Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

**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 & return 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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