

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 50020 – FS-6T UNIVERSAL RECEIPT (DMV) Classification Code: 82
Award Number	:	<u>19697 - RS</u> (Replaces Award 18255 - RS)
Contract Period	:	July 15, 2005 to July 14, 2007
Bid Opening Date	:	April 28, 2005
Date of Issue	:	June 23, 2005
Specification Reference	:	As Incorporated In The Invitation For Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	
Name	: Jamie Nusbaum
Title	: Purchasing Officer I
Phone	: 518-474-2387
Fax	: 518-474-5052
E-mail	: jamie.nusbaum@ogs.state.ny.us

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

Description

FS-6T Universal Receipt. This award is for recycled material.

PR # 19697

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61861 SB	MIDNIGHT ENTERPRISES, INC. D/B/A Midnight Printing 2 Hart St. Cohoes, NY 12047	518/237-7598 Kevin Wynne Fax No.: 518/237-3178 E-mail: kevin@midnightenterprises.net Web Site: www.midnightenterprises.net	141824918

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

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP 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 THE PROCUREMENT SERVICES GROUP.

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 Group 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).

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PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

PRICE:

Price includes all customs duties and charges and is net, F.O.B. destination including dock delivery to NYS Dept. of Motor Vehicles, Rt. 146, Northeast Industrial Park – Bldg. 6, Bay 3, Guilderland Center, NY 12085.

<u>Item</u>	<u>Price Per M</u>
Form FS-6T Universal Receipt (Four Orders - 2,000,000 each)	\$12.75
Subsequent Orders (Minimum of 500,000 each)	\$12.75

Guaranteed Delivery: As Specified
Sub. Weight and Recycled Paper Stock: 70lb. Green Domtar Opaque
Manufacturer of Paper: Domtar
Post Consumer Content: 30 %

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

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NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of a purchase order from the agency.

If a purchase order is not received from the agency listed within two weeks after receipt of this award, the contractor should contact the agency directly requesting the submission of a purchase order. The Agency contact person is Bill Rider, who can be reached at 518/474-0767.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of two years.

Prices are firm for the entire period of the contract. Price escalation will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases are permitted at any time.

If the Printing Law permits, and if mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

SHORT TERM EXTENSION:

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

ESTIMATED QUANTITIES:

The quantities listed are estimated only. Contract shall be only for the actual quantities ordered during the contract term.

REPLACEMENT OR CREDIT FOR MISSING AND DEFECTIVE FORMS:

New York State shall be compensated for each form missing from the order, or found to be defective due to contractor error or inattention. Some examples of defective forms are those that are:

- not the correct size,
- printed on the wrong type of stock,
- printed incorrectly (including errors in the background, text, graphics, barcodes, or layout),
- numbered incorrectly (including no numbering, wrong numbers, skips or repeats),
- missing security features,
- perforated, scored, or folded imperfectly,
- collated or assembled incorrectly,
- torn, mutilated, wrinkled, or otherwise physically altered.

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REPLACEMENT OR CREDIT FOR MISSING AND DEFECTIVE FORMS: (Cont'd)

In addition, New York State shall be compensated for forms voided during DMV's preparation process due to problems resulting from the defects referred to in the previous paragraph.

Compensation for forms specified above must consist of:

- replacement of missing/defective forms with perfect forms at no additional charge, at the rate of one (1) perfect form for each form requiring replacement, or
- agreement by the contractor to credit the State for such forms.

PROOFS:

Two sets of proofs are required for the initial order and for any subsequent orders when revisions are required no later than 2 weeks (14 calendar days) A/R/O purchase order. Proofs must be on a stable base material so that accuracy of size, perf position and text position may be verified. When proofs are required, no run shall be made until the proofs are approved in writing.

Proofs shall be sent to:

Bill Rider
Dept. of Motor Vehicles
Purchasing Unit - Room 138
Swan St. Bldg.
6 Empire State Plaza
Albany, NY 12228
518/474-0767

PRE-PRODUCTION TEST SAMPLES:

Pre-production samples are required for the initial order, and any time substantial changes are made to the form. Five hundred (500) "sample" forms numbered with zeros and with the word "SAMPLE" printed across the face in contrasting color shall be delivered to the Department within 14 calendar days from the date of receipt of written approval of proofs. Delivery of samples shall be made to Bill Rider, as specified herein.

DELIVERY:

Delivery is required no later than 42 calendar days after approval of proofs or A/R/O purchase order when proofs are not required. Deliveries accepted between 6:00 A.M. and 2:00 P.M. daily, except for holidays. Contractor must call DMV at 518/861-6328, Ext.117 or 118, at least 24 hours prior to delivery. Forms shall be shipped direct in locked and sealed trucks to the destination. Trucks may be "for hire" carrier or contractor's trucks, but must not be left unlocked while enroute to the destination.

PREPARATORY MATERIALS:

All mechanicals, negatives and disks are or will become the property of New York State and must be returned to the using agency upon completion of the contract.

ITEM: FORM FS-6T UNIVERSAL RECEIPT

ESTIMATED QUANTITY:

8,000,000 - four separate orders will be placed for 2,000,000 each.
Subsequent orders will be for a minimum of 500,000 each. No overruns will be accepted.
No underruns will be allowed. The exact number ordered must be delivered.

SIZE: 11-7/16" x 8-1/2" exact, no bleeds.

COPY:

Agency can provide copy camera-ready or electronically as a Quark PC file, all line copy. Positioning is critical. There will be copy changes on the subsequent orders to be placed during the term of this contract; therefore, contractor is cautioned to run only the quantities actually ordered on each purchase order.

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PLEASE NOTE:

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.

PRESSWORK:

Prints 1 color 2 sides.

INK:

Black. NOTE: Ink must be heat sensitive.

NOTE:

All lithographic inks used in the production of New York State printing requirements must contain the following minimum percentages of vegetable oil: News Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; Heat Set Inks - 10%.

PERFORATIONS:

Two vertical perforations 3-13/16" and 7-5/8" from left edge.

NOTE WELL: Positions of perforations must be exact - no deviations will be allowed.

NUMBERING:

Consecutively number in black with seven (7) numerics and one (1) alpha. There are three positions on the face of the form where these alpha-numeric characters appear (see diagram):

1. 6-3/4" from top of form and left edge of first character beginning 1/4" from left edge.
2. 6-3/4" from top of form and left edge of second character beginning 1/4" from first vertical perf (4-1/16" from left edge).
3. 6-3/4" from top of form and left edge of second character beginning 1/4" from second vertical perf (7-7/8" from left edge).

Height of numbering heads must be 3/16" high (all 3 positions). Type style will be optional, but width for 8 character control number must not exceed 1-1/8" in all 3 positions. There will be no spaces between numeric and alpha characters.

There shall be no missing or duplicate numbers or blotting of serial numbers so as to make them illegible.

Numbering will be provided with purchase order by agency. Contractor must omit all number/letter combinations beginning with 0000000.

PERFORMANCE STANDARDS:

- Perforations between documents must be strong enough to remain intact on Okidata 10EX, Okidata 14X, Okidata B4300, Tally Genicom 9022, and similar desktop laser printers.
- Contractor guarantees forms to provide trouble-free operation when used on: Okidata 10EX, Okidata 14X, Okidata B4300, Tally Genicom 9022, and similar desktop laser printers.

PACKAGING:

Cut single forms are to be polybagged in lots of 250, four (4) bags to a box (1000 per box). The first box shall contain 999 documents, with the remaining boxes all containing 1000 documents.

Forms shall be packed in alpha-numeric order with the lowest number on top. When the alpha portion of the document number changes, the current box will be ended, and the next alpha sequence will start a new box. Boxes must be new single-wall corrugated boxes of uniform size, not to exceed 40lbs. gross, and suitable for reshipping. Boxes shall be closed without force and without damaging the contents. Boxes shall have a minimum bursting strength of 200 lbs. or equivalent edge crush test rating, and be suitable for deck storage without damage to carton or content. Seal boxes with reinforced security tape with some type of void feature that will show evidence of tampering when broken.

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PACKAGING: (Cont'd)

Label two opposite ends of each box with the box count, e.g. Box #1 of 500, Box #2 of 500, etc., starting with Box #1. Also include the Form Number, Print Date, P.O. Number, quantity, and the numeric sequence enclosed (beginning and ending number combinations). Box #1 shall contain the lowest numeric sequence numbers. Place the label information at the uppermost section of the end of the box. Individual boxes shall NOT contain DMV's address; however, each pallet shall be labeled with DMV's address.

Boxes should be shrink wrapped and banded to 40" wide x 48" long disposable pallets that have two-way entry, and can be handled with a 2-prong forklift. The first layer of boxes on each pallet must be adhered to the pallet using 3M SpraMent glue, or equivalent. Arrange boxes on pallets in numeric order with the lowest sequence number on top and the highest number on bottom. The labeled ends should face out so they may be read without having to unpack the pallets. Boxes shall be stacked no higher than 5 rows high. Number each pallet including both the pallet number and the total number of pallets, e.g. 1 of 10, 2 of 10, etc. Label both ends of each pallet with the range of document numbers packed on the pallet and DMV's address. Pallets must not exceed 1,900 pounds gross, must not be double stacked on the truck, and must not exceed 4' in height.

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State of New York Office of General Services PROCUREMENT SERVICES GROUP Contract Performance Report
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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 by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, Room 3711
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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