



Contract Award Notification

Title	:	Group 50211 – RECYCLED COPY PAPER (Less Than Truckload Lots) (Statewide)
		Classification Code(s): 14
Award Number	:	<u>22478-GR-RS</u> (Replaces Award 21239-GR-RS)
Contract Period	:	September 1, 2012 to August 31, 2017
Bid Opening Date	:	April 10, 2012
Date of Issue	:	September 13, 2012 (Revised: September 1, 2016) Changes are noted in red.
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Lorie Teator	Procurement Services
Title : Contract Management Specialist 1	Customer Services
Phone : 518-474-0930	Phone : 518-474-6717
E-mail : lorie.teator@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

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

Description

Recycled Copy Paper (Less Than Truckload Lots) for All Zones. This Award contains paper that is recycled and either processed chlorine free or elemental chlorine free.

Items 1-4: 100% post-consumer recycled content and processed chlorine free.
These Items are compliant with Executive Order No. 4.

Items 5-7: 30% post-consumer recycled content and elemental chlorine free.
Item 8: 50% post-consumer recycled content and elemental chlorine free.
See individual contract items for additional details.

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT. # / NYS VENDOR #</u>
PC66630 ITEMS 1, 2, 3, 5, 6 & 7	VERITIV OPERATING COMPANY 261 River Road Clifton, NJ 07014	973/405-2371 800/677-7273, Ext. 2371 Colleen Huxford Fax: 973/405-2146 Email: coleen.huxford@veritivcorp.com Website: www.unisourceworldwide.com	135369500 1000027102

PURCHASE ORDERS SHALL BE ISSUED TO:
Veritiv Operating Company, formerly Unisource
261 River Road
Clifton, NJ 07014
Attn: Colleen Huxford
Fax: 973/405-2146
Email: coleen.huxford@veritivcorp.com

PLEASE REMIT PAYMENT TO:
Veritiv Operating Company
PO Box 644520
Pittsburgh, PA 15264-4520

Above contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

PC65852 ITEMS 4 & 8	PAPER MART, INC. 151 Ridgedale Ave. E. Hanover, NJ 07936	800/772-2001 973/884-2505 Jerold Levey, Ext. 213 Scott Lauer, Ext.217 Fax No.: 973/884-1692 E-mail: jerry.levy@papmar.com scott.lauer@papmar.com Website: www.papermartinc.com	221180905 1000008702
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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 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 THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

(continued)

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).

PROCUREMENT SERVICES' DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services (PS) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PS bid solicitations or contract awards. PS encourages vendors to seek resolution of disputes through consultation with PS staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PS' Dispute Resolution Procedures for vendors may be obtained by contacting the person shown on the front of this document or through the OGS website <http://nyspro.ogs.ny.gov/sites/default/files/uploaded/Dispute%20Resolution%20Policy%20%289-2015%29.pdf>.

PRICE:

Prices include all customs duties and charges and are net F.O.B. destination any point in New York State as designated by the authorized user including all transportation charges and inside delivery. See "DELIVERY" clause for special delivery requirements for some agencies in the Albany area and elsewhere in the State. No additional delivery charges will be allowed.

(continued)

ZONE 1 - WESTERN NYS COUNTIES (See Page 15)

ITEM 1 Recycled White Bond - Multipurpose Office Paper – Sub. 20 – **100% Post Consumer Fiber**

ITEM 5 Recycled White Bond - Multipurpose Office Paper – Sub. 20 – **30% Post Consumer Fiber**

All prices are Price Per Carton – See Page 8 for guaranteed delivery and product information

	ITEM 1	ITEM 5
	Contractor: Veritiv Operating Company	Contractor: Veritiv Operating Company
<u>10 to 39 Cartons</u>		
Size 8-1/2" x 11"	\$33.79	\$31.11
Size 8-1/2" x 14"	\$45.78	\$42.35
Size 11" x 17"	\$36.03	\$33.30
Size 8-1/2" x 11" - 3 Hole Punched	\$36.00	\$33.30
<u>40 to 199 Cartons</u>		
Size 8-1/2" x 11"	\$32.49	\$29.84
Size 8-1/2" x 14"	\$42.84	\$40.70
Size 11" x 17"	\$33.68	\$32.00
Size 8-1/2" x 11" - 3 Hole Punched	\$33.69	\$32.00
<u>200 to 600 Cartons</u>		
Size 8-1/2" x 11"	\$32.22	\$29.60
Size 8-1/2" x 14"	\$42.31	\$39.86
Size 11" x 17"	\$33.28	\$31.84
Size 8-1/2" x 11" - 3 Hole Punched	\$33.30	\$31.35
<u>Deduction Per Carton for Dock or Sidewalk Delivery</u>	\$.10	\$.10

(continued)

ZONE 2 - CENTRAL NYS COUNTIES (See Page 15)

ITEM 2 Recycled White Bond - Multipurpose Office Paper – Sub. 20 – **100% Post Consumer Fiber**

ITEM 6 Recycled White Bond - Multipurpose Office Paper – Sub. 20 – **30% Post Consumer Fiber**

All prices are Price Per Carton - See Page 8 for guaranteed delivery and product information

	ITEM 2	ITEM 6
	Contractor: Veritiv Operating Company	Contractor: Veritiv Operating Company
<u>10 to 39 Cartons</u>		
Size 8-1/2" x 11"	\$33.79	\$31.11
Size 8-1/2" x 14"	\$45.78	\$42.35
Size 11" x 17"	\$36.03	\$33.30
Size 8-1/2" x 11" - 3 Hole Punched	\$36.00	\$33.30
<u>40 to 199 Cartons</u>		
Size 8-1/2" x 11"	\$32.22	\$29.60
Size 8-1/2" x 14"	\$43.68	\$40.30
Size 11" x 17"	\$33.68	\$31.70
Size 8-1/2" x 11" - 3 Hole Punched	\$33.69	\$31.70
<u>200 to 600 Cartons</u>		
Size 8-1/2" x 11"	\$31.95	\$29.44
Size 8-1/2" x 14"	\$42.31	\$39.23
Size 11" x 17"	\$33.28	\$30.85
Size 8-1/2" x 11" - 3 Hole Punched	\$33.30	\$30.87
<u>Deduction Per Carton for Dock or Sidewalk Delivery</u>	\$.10	\$.10

(continued)

ZONE 3 - NORTHEAST NYS COUNTIES (See Page 15)

ITEM 3 Recycled White Bond - Multipurpose Office Paper – Sub. 20 – **100% Post Consumer Fiber**

ITEM 7 Recycled White Bond - Multipurpose Office Paper – Sub. 20 – **30% Post Consumer Fiber**

All prices are Price Per Carton - See Page 8 for guaranteed delivery and product information

	ITEM 3	ITEM 7
	Contractor: Veritiv Operating Company	Contractor: Veritiv Operating Company
<u>10 to 39 Cartons</u>		
Size 8-1/2" x 11"	\$33.52	\$30.76
Size 8-1/2" x 14"	\$45.39	\$41.92
Size 11" x 17"	\$35.70	\$32.96
Size 8-1/2" x 11" - 3 Hole Punched	\$35.66	\$32.98
<u>40 to 199 Cartons</u>		
Size 8-1/2" x 11"	\$32.09	\$29.44
Size 8-1/2" x 14"	\$43.43	\$40.12
Size 11" x 17"	\$34.17	\$31.56
Size 8-1/2" x 11" - 3 Hole Punched	\$34.19	\$31.56
<u>200 to 600 Cartons</u>		
Size 8-1/2" x 11"	\$31.90	\$29.30
Size 8-1/2" x 14"	\$43.29	\$39.91
Size 11" x 17"	\$34.03	\$30.92
Size 8-1/2" x 11" - 3 Hole Punched	\$34.01	\$31.29
<u>Deduction Per Carton for Dock or Sidewalk Delivery</u>	\$.10	\$.10

(continued)

ZONE 4 - DOWNSTATE COUNTIES - METROPOLITAN NEW YORK CITY AREA (See Page 15)

ITEM 4 Recycled White Bond - Multipurpose Office Paper – Sub. 20 – **100% Post Consumer Fiber**

ITEM 8 Recycled White Bond - Multipurpose Office Paper – Sub. 20 – **50% Post Consumer Fiber**

All prices are Price Per Carton - See Page 8 for guaranteed delivery and product information

	ITEM 4	ITEM 8
	Contractor: Paper Mart, Inc.	Contractor: Paper Mart, Inc.
<u>10 to 39 Cartons</u>		
Size 8-1/2" x 11"	\$31.29	\$29.01
Size 8-1/2" x 14"	\$42.26	\$39.32
Size 11" x 17"	\$33.23	\$30.82
Size 8-1/2" x 11" - 3 Hole Punched	\$33.20	\$30.82
<u>40 to 199 Cartons</u>		
Size 8-1/2" x 11"	\$31.20	\$28.91
Size 8-1/2" x 14"	\$42.17	\$39.23
Size 11" x 17"	\$33.14	\$30.87
Size 8-1/2" x 11" - 3 Hole Punched	\$33.12	\$30.87
<u>200 to 600 Cartons</u>		
Size 8-1/2" x 11"	\$30.87	\$28.87
Size 8-1/2" x 14"	\$41.72	\$39.19
Size 11" x 17"	\$32.79	\$30.85
Size 8-1/2" x 11" - 3 Hole Punched	\$32.76	\$30.82
<u>Deduction Per Carton for Dock or Sidewalk Delivery</u>	\$.25	\$.25

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QUANTITY NOTE/PACKAGING:

The following is the standard quantity breakdown for the following sizes.

	Sheets Per Carton
8-1/2 x 11	<u>5000</u>
8-1/2 x 14	<u>5000</u>
11 x 17	<u>2500</u>

PRODUCT INFORMATION:

VERITIV OPERATING COMPANY

	<u>ITEMS 1-3</u>	<u>ITEMS 5-7</u>	<u>ITEMS 5-7</u>
Guaranteed Delivery:	30 Days A/R/O	30 Days A/R/O	30 Days A/R/O
Brand:	Rolland Enviro™ 100 Copy	Spectrum® 30% Recycled	Hammermill Great White
Manufacturer:	Cascades	Georgia Pacific	International Paper Company
Post Consumer Fiber:	100%	30%	30%
This Product is:	Processed Chlorine Free (PCF)	Elemental Chlorine Free (ECF)	Elemental Chlorine Free (ECF)
Product Certifications:	Environmental Choice Certified™ Chlorine Free Products Association Forest Stewardship Council (FSC) Manufactured using Biogas Energy	Sustainable Forestry Initiative (SFI)	Sustainable Forestry Initiative (SFI)

PAPER MART, INC.

	<u>ITEM 4</u>	<u>ITEM 4</u>
Guaranteed Delivery:	10 Days A/R/O	10 Days A/R/O
Brand:	Rolland Enviro™ 100 Copy	Eagle Office Multipurpose Copy 100
Manufacturer:	Cascades	American Eagle Paper Mills
Post Consumer Fiber:	100%	100%
This Product is:	Processed Chlorine Free (PCF)	Processed Chlorine Free (PCF)
Product Certifications:	Environmental Choice Certified™ Chlorine Free Products Association Forest Stewardship Council (FSC) Manufactured using Biogas Energy	Sustainable Forestry Initiative (SFI)

ITEM 8

Guaranteed Delivery:	10 Days A/R/O
Brand:	Eagle Office Multipurpose Copy 50
Manufacturer:	American Eagle Paper Mills
Post Consumer Fiber:	50%
This Product is:	Processed Chlorine Free (PCF)
Product Certifications:	Sustainable Forestry Initiative (SFI)

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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 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.

CONTRACT BILLINGS AND PAYMENTS:

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

NOTE TO CONTRACTOR:

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

NOTE TO AGENCY:

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

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OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

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

POLICY STATEMENT

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

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

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS (Cont'd)

Bidder further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to OGS a workforce utilization report (Form EEO 101) identifying the work force actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (MWBE)

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the contract does not offer any opportunities for participation by MWBEs.

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

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew a Contract or assume the responsibility of a Contract awarded in response to the solicitation, certifies at the time the Contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

During the term of the Contract, should OGS receive information that a person is in violation of the above-referenced certification, OGS will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

PRICE NOTE:

Bracket prices shown apply for each individual order placed by authorized users. Prices for blanket orders, if accepted by contractor, will be governed by the bracket applicable to each scheduled shipment. (For example: A blanket order for 200 cartons to be shipped 40 cartons per month will take the 40 carton bracket price, not the 200 carton price). Current contract pricing at time of order submission shall be the pricing which is invoiced by the contractor regardless of when product is delivered.

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SCOPE:

This Contract Award is for the procurement of less than truckload lots of recycled copy paper for New York State Agencies, Political Sub-Divisions and others authorized by New York State law who require a large volume of paper and whose receiving stockroom facilities can accommodate a maximum of 600 cartons of paper at a time. See "Minimum Order" clause below.

Unless order specifies "DOCK or SIDEWALK" delivery, all deliveries are to be inside deliveries to the ordering authorized user's stockroom. If no elevator is available at the delivery site, contractor will only be required to deliver inside to a street level (no steps) ground floor location. (See "DELIVERY").

MINIMUM ORDER:

Minimum - 10 Cartons Total*.

Maximum - 600 Cartons Total**.

*May consist of all one size, or an assortment of all three sizes, no item less than one full carton. Broken cartons not allowed. The minimum order Contractor must accept is 10 cartons. Contractor may elect to honor orders for less than the minimum order, however, acceptance of orders for less than the minimum is at the Contractor's option, but if accepted, must be at the contract price and no additional charges will be allowed.

**Authorized Users whose requirements exceed this maximum should consider using the truckload quantity contract.

GOVERNOR'S EXECUTIVE ORDER NO 4:

On April 26, 2008, Governor David A. Paterson signed Executive Order No. 4 (EO 4), "Establishing A State Green Procurement And Agency Sustainability Program". Pursuant to EO 4, commencing no later than July 1, 2008, all copy paper, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable and all copy paper and janitorial paper shall be process chlorine free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive.

Furthermore, EO 4 requires that as of July 1, 2008, all State agency and authority publications shall be printed on 100% post-consumer recycled content paper. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper procurements shall use post-consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainably-managed renewable resource to the extent practicable, unless the cost of the product is not competitive. It is the intent of the Office of General Services to apply these standards for the purposes of this contract. EO 4 may be viewed at the following URL address:

http://www.governor.ny.gov/archive/paterson/executiveorders/eo_4.html

PRICE ADJUSTMENT:

The paper prices set forth in this contract, excluding deductions for dock or sidewalk delivery, shall be adjusted every six months following the first six months of the contract in accordance with the provisions of this clause. There shall be no price adjustments during the first six months of the contract.

The paper prices shall be adjusted on the basis of the "Pulp & Paper Week" Price Watch Paper index for 20-lb repro bond, 30% PCW grade paper, published monthly by Resource Information Systems, Inc. (RISI). For all paper items listed in the Invitation for Bids and resulting Contract Award Notification, a price change (either upward or downward) will be established by the State every six months following the first six months of the contract.

The adjustment shall be established as follows. Following the first six months of the contract, a price adjustment shall be effected beginning with the first month following the first six months of the contract (i.e. March 2013) and then every six months of the contract thereafter. The adjustment shall be based on the average percentage of increase or decrease in the average delivered price of 20-lb repro bond, 30% PCW grade in the six months ending one month prior to the date in which price adjustments are to be effected. For example, if price adjustments are scheduled to be effected on **March 1st**, they will be based on the average percentage of increase or decrease in the average pricing of 20-lb repro bond, 30% PCW grade from the preceding **August through January** as published in "Pulp & Paper Week".

(continued)

PRICE ADJUSTMENT: (Cont'd)

The resulting percentage of increase or decrease shall be applied to the paper prices to arrive at the new contract pricing. Each succeeding six months will follow this format. Price increases shall not exceed 5%.

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

The Office of General Services will notify all interested parties of effected price adjustments by way of a Revised Contract Award Notification.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in 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 "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

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 (<http://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 OGS Procurement Services' Customer Services at 518-474-6717.

EXTENSION OF USE:

These contracts may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting 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.

DELIVERY:

Unless order specifies "DOCK or SIDEWALK" delivery, all deliveries are to be inside deliveries to the ordering Authorized User's stockroom. If no elevator is available at the delivery site, Contractor will only be required to deliver inside to a street level (no steps) ground floor location. In order to expedite orders and effect a timely inside delivery, it will be incumbent upon both Contractor and Purchaser to cooperate with each other and follow these simple guidelines:

PURCHASER - (NYS Agency, Political Subdivision or others authorized by NYS law to utilize contract):

All purchase orders should contain the following information:

1. **Quantity** - List quantity as number of cartons. This will facilitate voucher reconciliation, because contract price will be shown as "Price per Carton".
2. Authorized User telephone number and contact person's name.
3. Type of delivery (Dock, Sidewalk or Inside). If "Inside" delivery, specify exact inside delivery location (building, floor, room number, etc.).
4. Availability of freight elevator at delivery site and any size or weight limitations of the elevator.
5. **Availability of a loading dock or loading zone and materials handling equipment. Indicate any height, size, or weight limitations. Authorized Users whose receiving facilities cannot accommodate a 45 ft. over the road trailer with a height of 13'-6" - must specify on their purchase order any length, height, and/or weight limitation of their receiving facility, and any other pertinent facts to ensure trouble free delivery, such as necessity for hydraulic liftgate, etc.**
6. Size or weight limitations for skids or pallets.
7. If skids or pallets cannot be moved from delivery truck to agency storeroom without being unloaded - please indicate.

(continued)

DELIVERY: (Cont'd)

CONTRACTOR:

1. Confirm purchase order either by phone or in writing and give Authorized User approximate delivery date.
2. Contact Authorized User immediately if there are any questions about a purchase order.
3. Return Authorized User's inquiries promptly.
4. Assign a knowledgeable person to service this contract and serve as liaison between your company and NYS.
5. Make timely inside deliveries in accordance with contractually guaranteed delivery dates.
6. Notify all delivering truckers that it is their responsibility to unload the truck and make inside delivery to the Authorized User's stockroom as applicable.

DELIVERY NOTE:

It shall be the Contractor's responsibility to see that the delivering driver (or helper) unloads the truck. Inside delivery must be made to the Authorized User's storeroom.

Any Authorized User of the contract(s) who orders a quantity large enough to warrant skid or pallet delivery must have at their disposal materials handling equipment which they must allow the delivering driver to use, if requested, capable of moving skids and/or pallets from the delivery truck to the dock.

Delivery of orders must be made within thirty (30) consecutive calendar days after receipt of order. State your earliest delivery that can be met. Deliveries will not be accepted after 3:30 pm.

Security precautions at all State facilities and many other governmental sites have been increased causing delays in making deliveries. Contractors are advised that these additional delays should be taken into consideration when submitting their bid. No additional freight or delivery charges will be allowed.

ESTIMATED QUANTITIES:

Each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD:

It is the intention of the State to enter into a contract for a term of five (5) years.

In addition, the State shall have the right to terminate this contract early for convenience on September 1, 2014 and on each subsequent anniversary date of the contract (except for the contract expiration date) provided that the State has given written notice to the Contractor no later than ninety (90) days prior to the anniversary date. **This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Termination" clauses in Appendix B, OGS General Specifications.**

SHORT TERM EXTENSION:

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.

(continued)

ZONES:

For purposes of the Invitation for Bids and resulting contract, New York State has been divided by county into four zones: (1) Western, (2) Central, (3) Northeast, (4) Downstate-New York City Metropolitan.

Authorized Users will place orders with the Contractor who holds the contract for the Zone to which the paper is to be shipped. For example, an Albany Authorized User who wants paper delivered to the New York City area must order from the New York City area Contractor in ZONE 4.

In the event no award is made for a Zone, Authorized Users may utilize a contract for another Zone, however only upon mutual agreement between the Contractor and the Authorized User. **Please Note: Authorized Users utilizing this option will be required to pay freight charges from the Contractor's plant to their location.** Contractor to ship the paper the most economical way and submit Freight Bill with voucher to substantiate shipping charges.

The following is a breakdown of zones by County:

<u>ZONE 1</u>	<u>ZONE 2</u>	<u>ZONE 3</u>	<u>ZONE 4</u>
(Western NY)	(Central NY)	(Northeast)	(Downstate - NY City Metro)
Allegany	Broome	Albany	Dutchess
Cattaraugus	Cayuga	Clinton	Nassau
Chautauqua	Chemung	Columbia	New York City (5 Boroughs)
Erie	Chenango	Delaware	Orange
Genesee	Cortland	Essex	Putnam
Livingston	Jefferson	Franklin	Rockland
Monroe	Lewis	Fulton	Suffolk
Niagara	Madison	Greene	Westchester
Ontario	Oneida	Hamilton	
Orleans	Onondaga	Herkimer	
Steuben	Oswego	Montgomery	
Wyoming	Schuyler	Otsego	
Yates	Seneca	Rensselaer	
	Tioga	St. Lawrence	
	Tompkins	Saratoga	
	Wayne	Schenectady	
		Schoharie	
		Sullivan	
		Ulster	
		Warren	
		Washington	

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. Reports are to be itemized and submitted for each respective Item/Zone a Bidder is awarded. In addition to Contractor direct sales, if applicable, Contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the Contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

(continued)

REPORT OF CONTRACT PURCHASES: (Cont'd)

A separate report for each Item/Zone summarized by size shall be provided in the following format for each authorized distribution channel.

REPORT PERIOD:

FROM: _____ TO: _____

COMMODITY GROUP NO: 50211

ITEM: RECYCLED COPY PAPER

CONTRACT NO.: _____

CONTRACTOR: _____

ADDRESS: _____

SIZE 8-1/2 X 11

ITEM 3 - ZONE 3

<u>AGENCY</u>	<u>CITY</u>	<u>NO. OF CARTONS</u>	<u>ORDER REC'D</u>	<u>DATE DELIVERED</u>	<u>DELIVERY INSIDE (I) DOCK (D) OR SIDEWALK (S)</u>	<u>DOLLAR VALUE</u>
OGS	Albany	40	1/8	1/23	D	\$ 840.00
Comptroller	Albany	20	2/5	2/21	I	\$ 420.00
TOTAL CARTONS SHIPPED: 60						\$1,260.00
(THIS PAGE):						

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, Procurement Services, Tower Bldg., 38th floor, Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and Contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation for Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. 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 Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.
<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

(continued)

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the “Law”). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law (“NYECL”) it is now 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. They need to be operated exclusively on ULSD by February 12, 2007. 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.

As a contract vendor the Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

ITEMS 1 THROUGH 4 – (ZONES 1 THROUGH 4) (100% POST CONSUMER RECYCLED CONTENT):

RECYCLED COPY PAPER - WHITE - Multipurpose office paper - for high speed copiers, laser and ink-jet printers, plain paper faxes, and offset duplicators.

COLOR: White

WEIGHT: Sub. 20 ± 5%

GRAIN: Long

OPACITY:
Minimum of 88

BRIGHTNESS:
Minimum of 90

CALIPER: Minimum of 3.9 mils to maximum of 4.7 mils.

SIZE:
8-1/2” x 11”, 8-1/2” x 14” and 11” x 17”. All three sizes must be made available. Paper furnished shall be flat, precision trimmed-square on four sides, with clean smooth edges, and evenly jogged. Tolerance of ± 1/32 inch allowed. Successive sheets within any package shall not differ from each other by more than 1/64 inch.

RECYCLED CONTENT:

The minimum recycled content requirement is **100%** post consumer fiber as defined by the Environmental Protection Agency (EPA).

(continued)

ITEMS 1 THROUGH 4: (Cont'd)

PROCESSED CHLORINE FREE:

Products must be Processed Chlorine Free (PCF) and 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 a corporate officer of the manufacturer. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

CURL:

Paper shall lie flat before and after processing through a high speed copier, laser or ink-jet printer, or fax machine with either no tendency to curl or with a curl which can be overcome under reasonable working conditions.

TESTS:

OGS reserves the right to conduct such tests as may be deemed necessary to determine the quality, uniformity and workmanship of the products offered and/or delivered and also as to the quality and economy of the work performed by such product.

PHYSICAL SURFACE CHARACTERISTICS:

Paper shall be free from: lint, fuzz, wrinkles, waviness, folds, holes, tears, slime spots, wrapper glue, turned-over corners, damaged edges, any scraps of foreign material and/or other defects.

FEED CHARACTERISTICS:

Paper must be relatively free of static electricity and have sufficient stiffness and tensile strength to insure efficient feeding and transport through a xerographic type copier. Paper furnished must run consistently trouble-free through high speed copiers, laser and ink-jet printers, plain paper faxes, and offset duplicators, and be capable of being printed on two sides without excessive curling or otherwise jamming the copier and/or other equipment.

GUARANTEE:

All paper furnished must be unconditionally guaranteed to provide trouble-free operation when used on copiers - both regular speed and high speed machines, laser and ink-jet printers, plain paper faxes, and offset duplicators.

STOCK:

Substitution of brands shall not be permitted unless prior written permission is obtained from OGS.

If a contractor receives an award for an item/zone based upon furnishing more than one brand of paper, at the contractor's option, they may ship whichever OGS approved brand they choose. Agencies should not specify any particular brand on their purchase order.

(continued)

ITEMS 5 THROUGH 7 – (ZONES 1 THROUGH 3) (30% MINIMUM POST CONSUMER RECYCLED CONTENT):

RECYCLED COPY PAPER - WHITE - Multipurpose office paper - for high speed copiers, laser and ink-jet printers, plain paper faxes, and offset duplicators.

RECYCLED CONTENT:

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

PROCESSED CHLORINE FREE:

The Office of General Services would prefer to have products on contract 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 a corporate officer of the manufacturer. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

SUSTAINABILITY:

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. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

All other specifications the same as Items 1 through 4.

ITEM 8 – (ZONE 4) (50% MINIMUM POST CONSUMER RECYCLED CONTENT):

RECYCLED COPY PAPER - WHITE - Multipurpose office paper - for high speed copiers, laser and ink-jet printers, plain paper faxes, and offset duplicators.

RECYCLED CONTENT:

The minimum recycled content requirement for post-consumer fiber as defined by the Environmental Protection Agency (EPA) is **50%**.

PROCESSED CHLORINE FREE:

The Office of General Services would prefer to have products on contract 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 a corporate officer of the manufacturer. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

SUSTAINABILITY:

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. OGS reserves the right to request technical documentation to the extent necessary for verification purposes if deemed necessary.

All other specifications the same as Items 1 through 4.

(continued)

**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 and mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

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