

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 60010 - FORM MV-999 CERTIFICATE OF TITLE FOR VEHICLES AND VESSELS (DMV)
		Classification Code: 82
Award Number	:	<u>18468</u> (Replaces Award 01187)
Contract Period	:	October 15, 2003 to October 14, 2005
Bid Opening Date	:	July 17, 2003
Date of Issue	:	August 29, 2003
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

Name : Jamie Nusbaum
Title : Purchasing Officer I
Phone : 518-474-2387
Fax : 518-473-7306
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

Form MV-999 Certificate of Title for Vehicles and Vessels.

PR # 18468-T

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC60592	AMERICAN BANK NOTE CO. 125 Maiden Ln., 5th Floor New York, NY 10038-4912	212/269-0339, Ext. 16 Leticia Toglia Fax No. 212/269-4778 E-Mail: ltoglia@abncompany.com	132735924

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 ALL CONTRACT USERS:

The terms and conditions of the bid solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price includes all customs duties and charges and all costs necessary or incidental to the proper execution of the job, including F.O.B. dock delivery to NYS Dept. of Motor Vehicles, Northeast Industrial Park - Bldg. 6, Route 146, Guilderland Center, NY 12085.

(continued)

<u>Item</u>	<u>Price Per M</u>
Form MV-999 Certificate of Title (One part continuous pinfeed form.)	\$48.00

Guaranteed Delivery: As Specified
Sub. Weight and Type of Stock: 28 lb. White Custom Security Paper
Manufacturer of Stock: Louisenthal
Mode of Delivery: Secure Truck

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. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

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.

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWALS:

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

However, the State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation.

The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of

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CONTRACT PERIOD AND RENEWALS: (Cont'd)

suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

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.

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.

SURETY BOND:

At any time upon the request of the Office of General Services, the contractor shall, within fifteen (15) days of request and at its own cost and expense, obtain and maintain in full force and effect for sixty days after contract expiration:

- an irrevocable documentary **LETTER OF CREDIT** with a sound and reputable bank authorized to do business in the State of New York, OR
- a **PERFORMANCE BOND** signed by a surety company authorized to do business in the State of New York, OR
- a **PAYMENT BOND** signed by a surety company authorized to do business in the State of New York,

in the amount of 75% of the estimated contract value for the faithful performance of the contract. The **LETTER OF CREDIT, PERFORMANCE BOND, PAYMENT BOND**, etc., shall name as beneficiary the State of New York, Office of General Services, and may be invoked to the benefit of the State of New York, Office of General Services, upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the State of New York.

The Letter of Credit or Bond shall be provided on a yearly basis for each year, or portion, of the contract. The letter of credit or performance or payment bond will show that in the event of default by the contractor to perform under the terms of the contract:

1. That the State of New York will be damaged in the amount of \$1,500.00 per day for late delivery and
2. That the State will be damaged in the amount of \$.50 for each missing document or one which is improperly printed or mutilated during the process of production and not delivered.

The surety bond shall be delivered to the State of New York, Office of General Services, Procurement Services Group within fifteen (15) days from the date of request.

INDEMNIFICATION PROCEDURES:

- a. New York State will be indemnified for each imperfectly printed, imperfectly perforated, imperfectly spliced, duplicate, missing, mutilated, or unnumbered or inaccurately numbered document received from the vendor.
- b. In addition, New York State will be indemnified for documents voided during our preparation process because of problems resulting from the documents referred to in a. above.

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INDEMNIFICATION PROCEDURES: (Cont'd)

- c. Indemnification for documents specified in a. and b. must consist of replacement of such documents with perfect documents at no additional charge, at the rate of 5 perfect documents for each document requiring replacement.

PREPARATORY MATERIALS:

All mechanicals and negatives are or will become the property of New York State and are to be sent intact to the using agency upon completion of the job.

DEPARTMENTAL SECURITY POLICY:

The buildings in which the Department's business is conducted or those buildings used for the manufacture or storage of security items are basic to the overall security of the Department's business. The steps detailed below are to be utilized in evaluating security measures for all issuing offices and manufacturers of security items.

I. PLANT SECURITY:

- A. The physical plant should be so constructed so that the ingress and egress of the public and its employees may be controlled. In those areas where security items are maintained or manufactured, public access should be precluded.
- B. Construction of the plant should be of a permanent nature with a minimum of fire hazards and with the ability for being secured both during and after working hours.

II. DURING WORKING HOURS:

- A. During working hours, those areas in which security items are maintained or manufactured should be secured with controlled access areas limited to employees only. Said employee is to be identified as having authority to enter the area.

III. AFTER WORKING HOURS:

- A. After hours, the premises should be secured with either an alarm system integrated with an enforcement agency or a duly recognized security force. In lieu of an alarm system, security guards, to be of a recognized security agency or private security personnel meeting the standards of a recognized security agency, should be sufficient to patrol the area.
- B. In the case of manufacturing facilities, the area allocated and used for the manufacturing and/or storage of the completed product and the storage of the stock and necessary engraving plates or numbering heads, etc., used in the production of the security item should be secured in the fashion named above for both during and after working hours. If a manufacturer is engaged in producing other than security forms for the Department of Motor Vehicles, a security restriction should apply only to those areas designated and used for the production of Motor Vehicles items.

If unique stock is utilized in the production of a security item, provisions must be made for the security of the stock and its accountability during shipment to the plant, storage while in the plant, and a secure method and accountability for the disposal of waste and overruns.

In all of the above, inspections of the premises must indicate that the security measures are fully utilized at all times and not just merely available.

Secure storage and accountability of the finished product while in the manufacturer's hands and provisions for the secure shipment of the completed security items to their destination must be provided.

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ITEM: Form MV-999 Certificate of Title. One part continuous pinfeed form.

ESTIMATED QUANTITY:

7,000,000 of the overall size. Approximately 3,500,000 forms (overall size) will be ordered during each year of the contract.

SIZE: Overall size is 9-1/2" x 11" Individual forms are 8-1/2" x 11" plus 1/2" pinfeed along each edge.

SECURITY PAPER STOCK:

Paper is 28 lb. White Custom Security Paper, 100% wood pulp fiber with no optical brighteners, and surface sized to accept writing plus fine lithographic printing.

- A. **Watermark:** Three dimensional multi-tonal vat formed cylinder mould custom watermark. (Watermark to be selected by agency). The watermark will be a vertically paraded watermark, located in the center of the document.
- B. **Security Thread:** Micro printed with the words "WE'RE DRIVEN TO SERVE YOU" in blue-white fluorescent plastic security thread. This thread must be incorporated into the paper as the fibres form around the mould cover so that the thread is an integral part of the paper. The thread must be in the same location on all title certificates. (Location will be provided to the contractor).
- C. **Chemical Sensitization:** Reagents are to be incorporated into the paper that will exhibit marked chemical reactions (in the form of various stains) to thwart falsification of the document through the use of chemical eradicators. Protection to be afforded from those chemicals that are classified according to the following families: polar solvents, A-polar solvents, acids, oxidizing agents, strong bases and weak bases.
- D. **Colored Fibres:** Colored synthetic fibres (approximately 3mm in length) must be randomly incorporated into the paper so as to be visible with the unaided eye from both sides of the paper. (Color of fibres to be determined by the agency).
- E. **Fluorescent Fibres:** Additional (to the visible) fibres must be incorporated into the paper. These are to be approximately 3mm in length, yellow-green in color, visible only when examined under ultra-violet light and are visible from both sides of the paper.
- F. To maximize retention of the toner images from the laser printer and to enhance sheet stability, both sides of the sheet will be fully coated with a toner fusion agent which will enable printed images to be anchored to the paper fibres so that attempts to remove the images via tape raising, scraping, etc. will result in a noticeable fibre tear. The fusion agent must not impede the chemical sensitization contained in the paper and must be applied over the chemical sensitization.

COMPOSITION:

Contractor to create the artwork for the border and background design and set all copy for the text. All artwork and copy is subject to agency approval prior to the production of the documents.

REVISIONS:

Text revisions may be required during the contract term. Should changes be required, contractor to make them at no additional cost to the agency. No additional charges will be allowed.

PRESSWORK:

Document will be printed two-colors on front and one-color on back. Colors will be identified to the contractor.

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SECURITY PRINTING:

FACE:

- a. High resolution fine-line lithographically printed custom border produced from artwork prepared by a Banknote printer. This provides exactness and sharpness which hinders copying or reproduction. The border and other text, including microprinted lines, will be printed in permanent heat resistant inks.

NOTE WELL: If the contractor has the ability to produce an "image corruption" or "image distortion" feature, which impedes photocopying of the document, it must be provided within the border design.

- b. Anti-Color Copying (Void) feature in face background design. Inks must be heat resistant.
- c. Microprint line of the words "Certificate of Title" to appear inside the border at the bottom of the document repeated to appear as a ruled line.
- d. Iridescent two-color background in a standard pattern. (Colors to be determined by the agency.) Must be printed in non-scannable ink.
- e. The text matter is to be lithographically printed in permanent ink.
- f. A continuous pattern of miniscule letters as a background for selected text boxes. The portion of letters must appear distorted when photocopied.

BACK:

- a. Text matter to be printed in permanent lithographic ink, to match the border ink color. All inks must be heat resistant, including numbering.
- b. Background is to be an underlying fine line tint. The background must appear distorted when photocopied. Inks are to be fluorescent and erasure sensitive, which will render evident any attempt at alteration by chemical, mechanical, or other means. All inks must be heat resistant.
- c. A continuous pattern of miniscule letters as a background for selected text boxes. The portion of letters must appear distorted when photocopied.

NUMBERING:

One control number on each document to consist of a prefix letter, one letter space and seven digits, printed in red ink, positioned lower left corner on the back of each document under the words "Control Number". Numbers must contain preceding zeros to maintain 7 digits. Numbering will be provided with each purchase order.

CONSTRUCTION:

One part continuous pinfeed form with 1/2" pinfeed on each side. Suitable for use on IBM 3900 Advanced Function Laser Printer. This form must also be suitable for high speed operation on Pitney-Bowes Series 8 and Series 9 Production Mailing System Machines, and a TAB Forms Detacher.

PINFEEED HOLES:

Standard marginal punching along both edges.

PERFORATIONS:

All perforations must be ironed to facilitate the laser printing process.

Horizontal - every 11" (The horizontal perf every 11" must contain a wide enough serration to insure the security thread running vertically through the documents will be nicked or severed to eliminate potential bursting problems).

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PERFORATIONS: (Cont'd)

Vertical - 1/2" from each edge. Perforations must be suitable for trouble-free operation on the equipment listed under "CONSTRUCTION". Perforations will be considered imperfect if they fail to hold together during the printing process on the IBM 3900 Advanced Function Laser Printer, or if they cause mutilation of the documents during processing through either the Pitney-Bowes Production Mailing System equipment or the TAB Detacher.

WEB BREAKS/SPLICING:

Web breaks occurring in the continuous title forms during the printing process shall not be spliced and rejoined by a splicing medium. However, all documents must be in their original sequential order and cartons containing web breaks must be clearly marked so that they are easily identifiable. The number of web breaks must not exceed industry standards. Spliced mill breaks are not acceptable.

PRODUCTION CONTROL SPECIFICATIONS:

This is a strict security item. Departmental security policy must be enforced. Contractor shall guarantee that only one copy of each serially numbered document will be produced.

The State reserves the right to enter the contractor's premises without notification at any time before or during the production of the forms to inspect methods of production and full compliance with all provisions of the specifications and purchase order.

PACKING SPECIFICATIONS:

The packaging must be sufficiently strong (similar to corrugated cardboard packages for tab card stock), and in an appropriate size wrapped in such a manner as to prevent warping or damage or loss of forms during delivery. Continuous forms are to be flat packed in cartons of 2000 numbered documents each. Under no circumstances is a sample of the form or the name of the form to appear on the outside of any cartons. All cartons are to be labeled with the following: form number/print date, agency purchase order number, quantity enclosed and beginning and ending document numbers packed within. All cartons are to be numbered in numerical order in top left or right hand corner, 1 thru total cartons. Close supervision must be maintained to see that proper beginning and ending numbers marked on the cartons are correct for the forms enclosed. Cartons must be stacked on pallets with higher numbers on the bottom and lower numbers on top in order to facilitate proper distribution of the forms.

Cartons must not have any airspace which would prevent capability to stack the cartons during storage. Cartons must be wrapped or banded to pallets to insure proper stability in transit and storage. Pallets should be loaded on truck so that the highest control number will come off the truck first.

SPECIAL DELIVERY REQUIREMENTS:

The contractor will be permitted to make direct shipment from the factory by "For Hire" carrier or contractor's truck, provided shipment is made in locked vans and such vans are not left unlocked or unattended while making pickups. Delivery may also be made by contractor's automobiles under similar security and delivery requirements. Deliveries accepted between 6:00 AM and 2:00 PM daily.

PROOFS:

Contractor to furnish two proofs of copy within ten (10) working days after receipt of a purchase order. Proofs must be submitted to:

New York State Department of Motor Vehicles
Publications Production - Room 138
Swan Street Bldg. - Empire State Plaza
Albany, NY 12228
Attn: Bill Rider
518/474-0767

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PRE-PRODUCTION SAMPLES:

After copy proof is approved by the agency, the contractor must produce 10,000 press proofs of the form marked "SAMPLE" in the exact construction and printing as per specifications for additional proofing and machine testing. All proofs and pre-production samples must be submitted at no additional cost to the Department. Test samples must be submitted no less than one (1) month prior to scheduled initial delivery.

DELIVERY:

Documents are to be delivered to:

New York State Department of Motor Vehicles
Northeast Industrial Park - Bldg. 6
Route 146
Guilderland Center, NY 12085

No deliveries will be accepted after 2:00 p.m. daily. Warehouse Supervisor 518/402-1193 must be notified 24 hours prior to delivery.

DELIVERY SCHEDULE:

1,000,000 numbered documents within 60 calendar days after receipt of order; balance no earlier than 30 days after initial delivery, but no later than 45 days after initial delivery.

MISCELLANEOUS REQUIREMENTS:

The contractor will supply expert witnesses as needed to testify to any alleged falsification. Document analysis will be performed upon request by the contractor's experts. No fee will be charged for the above services.

No samples are to be supplied by the contractor to any public or private organization without the written permission of the Department of Motor Vehicles.

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**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
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 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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