



Contract Award Notification

Title	:	Group 50020 – LEGISLATIVE PRINTING FOR THE EXECUTIVE (Budget Appropriation Bills & Budget Documents) Classification Code: 82
Award Number	:	<u>22880-RS</u> (Replaces Award 22059-RS)
Contract Period	:	November 15, 2014 – November 14, 2018
Bid Opening Date	:	September 3, 2014
Date of Issue	:	December 11, 2015 (Revised November 10, 2016)
Specification Reference	:	As Incorporated In The Invitation for Bids and Purchasing Memoranda dated August 24, 2014 and August 20, 2014
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors

Name : **Shrilata Nath**
 Title : Contract Management Specialist 1
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**Procurement Services values your input.
 Complete and return "Contract Performance Report" at end of document.**

Description

Legislative Printing for the Executive (Budget Appropriation Bills and Executive Budget Documents). This award is for recycled material that is elemental chlorine free. See recycled papers information for additional details.

PR # 22880

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>
PC67268 SB	Fort Orange Press, Inc. 11 Sand Creek Rd. Albany, NY 12205	Tel: (518) 489-3233 Fax: (518) 489-1638 Robert F. Witko E-Mail: rwitko@fortorangepress.com Website: www.fortorangepress.com	140669730 1000027224

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 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.

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).

DISPUTE RESOLUTION POLICY:

It is the policy of Office of General Services' Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Procurement Services bid solicitations, contract awards and contract administration. Procurement Services encourages vendors to seek resolution of disputes through consultation with Procurement Services staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of Procurement Service's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation for Bids or through the OGS Website at:

<http://www.ogs.ny.gov/BU/PC/Docs/VendorDisputePolicy.pdf>

PRICE:

Prices shall include all costs necessary or incidental to proper execution of this contract including F.O.B. inside delivery to the State Capitol, Albany, NY including all customs duties and charges.

NOTE WELL: There is no loading dock at the Capitol. All unloading must be done curbside. Upon delivery, contractor must provide sufficient personnel to unload truck and complete inside delivery of all budget documents within a three hour period or proportional fraction thereof in the case of partial or individual publication shipments.

Two sets of prices are required. The first set of prices will apply to the 2015 Legislative Session, and the second set of prices will apply to the 2016 Legislative Session. If the contract is renewed for two additional legislative sessions, pricing for the 2017 and 2018 Legislative Sessions shall be in accordance with the "PRICE ADJUSTMENT" clause contained herein.

	2017 Session Unit Prices	2018 Session Unit Prices
<u>ITEM 1 – BUDGET APPROPRIATION BILLS</u>		
<u>Presswork & Binding</u> Approximately 5 Books (1@ 48 pgs; 1@ 12 pgs; 1@ 638 pgs; 1@640 pgs; 1@ 608 pgs.) Printing One Color on 40# or 50# uncoated text Price per pg. per M (thousand) up to 1,500 copies (includes all operations except printing covers)	\$17.58 pg.	\$16.70 pg.
<u>Printing Covers – (65# or 80# Uncoated Cover Stock)</u> Price Per M (thousand) 1 and 4 printed 1 color	\$299.25/M	\$284.29/M
<u>ITEM 2 – EXECUTIVE BUDGET DOCUMENTS</u>		
No composition charges allowed for furnished camera-ready copy or fully formatted electronic files		
COMPOSITION	\$71.25 hr.	\$67.69 hr.
<u>Presswork and Perfect Binding</u> (One Book @ 88 pgs.) One color text on 60# uncoated text Price per pg. per C (hundred) up to 1000 copies (includes all operations except composition and covers)	\$1.76 pg.	\$1.67
Reprints of text Price per pg. per C (hundred) up to 200 copies	\$2.00 pg.	\$1.90 pg.
<u>Covers – (80# Coated Stock)</u> 1 and 4 printed one color plus varnish or aqueous coating (Price per hundred)	\$273.60/C	\$259.92/C
Reprints up to 200 copies (Price per hundred)	\$273.60/C	\$259.92/C
1 and 4 printed two colors plus varnish or aqueous coating (Price per hundred)	\$273.60/C	\$259.92/C
Reprints up to 200 copies (Price per hundred)	\$273.60/C	\$259.92/C
4 color process plus varnish or aqueous coating (Price per hundred)	\$375.25/C	\$356.49/C
Reprints up to 200 copies (Price per hundred)	\$375.25/C	\$356.49/C

<u>Covers – Press Proofs</u>		
One Color Press Proof	\$71.25 set	\$67.69 set
Two Color Press Proof	\$71.25 set	\$67.69 set
Four Color Process Press Proof	\$71.25 set	\$67.69 set

Brand Name and Manufacturer of Recycled Papers:

Recycled Uncoated Opaque Offset
 Brand: 50#/60# Rolland Opaque
 Manufacturer: Cascades Fine Paper
 Post-Consumer Recycled Content: 100%
 This product is Processed Chlorine Free (PCF)
 Product certifications: Forest Stewardship Council (FSC)

Recycled Uncoated Opaque Cover
 Brand: 65# Exact Opaque
 Manufacturer: Neenah Paper
 Post-Consumer Recycled Content: 30%
 This product is Elemental Chlorine Free (ECF)
 Product certifications: Green Seal

Recycled Gloss Coated Cover C2S
 Brand: 80# Chorus Art
 Manufacturer: Burgo
 Post-Consumer Recycled Content: 30%
 This product is Processed Chlorine Free (PCF)
 Product certifications: Forest Stewardship Council (FSC)

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 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.gov, by email 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 purchase shall be billed directly by Contractor on the 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.

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.

INKS:

The sum or incidental concentration levels of lead, cadmium, mercury or hexavalent chromium in ink shall not exceed 100 parts per million (ppm) by weight. In accordance with Article 2, section 7-a of the New York State Printing and Public Documents law, unless it is determined that the cost of printing with vegetable-based ink is significantly greater than the cost of printing with petroleum-based ink, all lithographic inks used in the production of New York State printing requirements shall contain the following minimum percentages of vegetable oil: News Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; Heat Set Inks - 10%.

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>.

DEBRIEFING

A bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any unsuccessful bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such bidder was not selected for a contract award. The post-award debriefing should be requested in writing within 30 days of posting of the contract award on the OGS website.

ANNOUNCEMENT OF CONTRACT AWARD

OGS distributes email notification to registered customers announcing the resultant contract award. The email includes a hyperlink to the posted award on the OGS website and is sent via the OGS Purchaser Notification System (PNS) to registered authorized users. Authorized users may register for the PNS at the following URL address: <http://www.ogs.ny.gov/PNS/default.asp>. All subsequent contract updates are also sent out via the PNS. Authorized users of the contract submit purchase orders or other such order documents directly to the contractor. See Appendix B Clause 32. Purchase Orders.

DIESEL EMISSIONS 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, 2010. 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 contractor 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 specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

PRICE ADJUSTMENT

In the event that the contract is renewed for two additional legislative sessions, the prices set forth in this contract shall be adjusted one time in accordance with the provisions of this clause.

There shall be no price adjustment for work produced for the 2015 and 2016 Legislative Sessions. Price adjustments shall apply only to work produced for the 2017 and 2018 Legislative Sessions respectively in the event the contract is renewed.

The prices shall be adjusted on the basis of the Not Seasonally Adjusted U.S. City Average “Consumer Price Index For All Urban Consumers - Commodities Less Food”, Series ID: CUUR0000SACL1, CUUS0000SACL1 published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index is also available through the Internet at the Bureau of Labor Statistics web site. Go to <http://data.bls.gov/PDQ/outside.jsp?survey=cu>, then click “U.S. city average” and then click on “Commodities less food”. The index will be utilized in the following manner:

For work produced for the 2017 and 2018 Legislative Sessions, the contract prices for the 2016 Legislative Session shall be modified by the percentage increase or decrease in the Not Seasonally Adjusted Consumer Price Index (CPI) referenced above. The 2016 modified prices will apply to work produced for the 2017 Legislative Session, and the 2018 Legislative Session prices shall be determined by applying the same percentage of increase or decrease to the 2017 Legislative Session prices. The adjustment shall be established as follows:

The contract Base Index shall be established by taking the CPI for the third month prior to the month of the contract start date (i.e. August 2014) and then comparing it against the Adjusted Index, which shall be established by taking the CPI for the third month prior to the beginning month of the third year of the contract (i.e. November 2016). The Adjusted Index minus the Base Index is divided by the Base Index and multiplied by 100 to arrive at the percentage of increase or decrease. All calculations will be based upon data from the first-published version of the month’s index.

Price increases or decreases shall not exceed 5% for each respective Legislative Session in which price adjustments are effected. Should the referenced CPI become discontinued during the course of the contract, it will be replaced by an alternative CPI appropriate for legislative printing and adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

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

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 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 to the items specified herein for the purposes of this contract. EO 4 may be viewed at the following URL address: <http://www.ogs.ny.gov/EO/4/Default.asp>.

QUALITY:

Contractor will be furnished samples of previous printing which are considered to be satisfactory. Contractor must deliver printed material of no lesser quality than the samples. For example: text matter is to be clean and legible with no broken letters; ink density is to be the same throughout a publication with no light and dark pages; trimming is to be accurate and square; binding edges are to be clean with no cracking.

UNDERRUNS AND OVERRUNS:

No UNDERRUNS allowed. No OVERRUNS may be billed.

COURIER SERVICE:

The contractor shall provide private courier service between contractor’s plant and the Division of the Budget (DOB), for pickup of copy, delivery of proofs, etc. to the extent necessary and shall also provide access to all necessary equipment and production personnel at all times during the months of January and February for each respective year of the contract. Standard commercial courier services may not be utilized for pickup of copy, delivery of proofs, etc. Please see Section titled, *Confidentiality* for additional details.

ESTIMATED QUANTITIES:

ALL QUANTITIES FOR ALL ITEMS set forth herein are ESTIMATED only. Given the availability and the Division of the Budget’s expanded use of CDs and Web based electronic formats, a decision could be made to not produce printed copies of the publications or documents specified herein. Therefore, any award issued will be made with the express understanding that estimated quantities may be exceeded, not met, or the item itself may not be ordered at all. Estimated quantities listed herein are for EACH year, and do not represent a total estimate for two years.

CHANGES IN QUANTITIES:

If reduced or increased quantities are required, they will be vouchered on a pro-rated basis.

CONTRACT PERIOD AND RENEWAL:

It is the intention of the State to enter into a contract for a term of two annual sessions of the Legislature as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

If mutually agreed between the Procurement Services and the contractor, the contract may be renewed under the same terms and conditions for an additional period of two annual sessions of the Legislature. In the event the contract is renewed by exercise of this option, price adjustments shall be effected to the contract pricing in accordance with the Price Adjustment clause contained herein.

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.

ORDERING:

Production of any item or individual parts or subparts of an item by the contractor shall be subject to the order of the Division of the Budget (DOB) and the same shall not be considered ordered unless copy is furnished to the contractor.

ADDITIONAL ITEMS:

Items not specifically mentioned in this Invitation for Bids but pertaining to proper performance of Legislative Printing as defined in Article 2, Section 4 of the New York State Printing and Public Documents Law may be handled as like items contained within this Invitation for Bids.

RECEIPTS & VOUCHERS:

Signed delivery receipts must be submitted with each invoice.

PACKING:

All items to be shipped in new corrugated cartons not exceeding 40 pounds gross. Mark all cartons on end with item, quantity and PO number. Each publication must be accompanied by a separate typed or legibly written invoice listing the total amount delivered.

CONFIDENTIALITY:

The Budget Appropriation Bills and Executive Budget Documents ordered under the contract are to be kept strictly confidential and the tightest security should be in effect at all times to ensure that no part of these documents, nor its contents, are revealed to anyone other than the appropriate Division of the Budget (DOB) personnel. No documents, or any part(s) thereof, shall be shared with anyone without the consent of the appropriate DOB personnel. In addition, standard commercial courier services may not be utilized for pickup and or delivery of copy and/or proofs.

RECYCLED STATEMENT/SYMBOL:

When printing is provided on recycled stock, contractor must include a printed statement or symbol on the printed material which indicates that the document is printed on recycled stock. The emblem or statement is to be positioned on the back of all recycled stock.

VERIFICATION OF RECYCLED CONTENT OF PAPER:

The State reserves the right to verify the recycled content of paper used in the resultant contract award by the following methods, including but not limited to:

- Supplier invoices for proposed recycled content paper
- Site inspection

SPECIFICATIONS

ITEM 1 – BUDGET APPROPRIATION BILLS

Legislature/Judiciary Bill; Debt Service Bill; State Operations Bill; Aid to Localities Bill; and Capital Projects Bill. Actual Counts for the 2014-15 Appropriation Bills were as follows:

DELIVERABLE COUNTS:

Legislature/Judiciary Bill	1050 copies, 48 printed pages (saddle stitch, no cover)
Debt Service Bill	1050 copies, 12 printed pages (saddle stitch, no cover)
State Operations Bill	1050 copies, 638 printed pages plus cover (adhesive paperback)
Aid to Localities Bill	1050 copies, 640 printed pages plus cover (adhesive paperback)
Capital Projects Bill	1050 copies, 608 printed pages plus cover (adhesive paperback)

PAGE SIZE:

8" x 10" with a trim tolerance of + 3/4" on short dimension and + 1-1/4" on the long dimension.

STOCK:

Text - 50# Recycled White Uncoated Opaque Offset (Minimum 90 Brightness) or Text (printed one color black – no bleeds).

Cover - 65# Recycled White Uncoated Opaque Cover (Minimum 90 Brightness) or Recycled Standard Color Uncoated Cover (printed one color black on covers 1 and 4 only – no bleeds).

COPY:

PDFs will be provided electronically. Contractor must maintain a File Transfer Protocol (FTP) site for the purposes of uploading files from the agency.

BINDING:

Saddlestitch or perfect bind as specified by the Director of the Budget on the long dimension.

PRICE:

Rate per printed page shall be for complete job with the exception of printing covers and shall include all costs necessary or incidental to the execution of the job including binding.

PROOFS:

Hard copy blue proofs or equivalent digital proofs must be provided 12 - 24 hours after receipt of copy.

DELIVERY:

Delivery is required within 24 - 48 hours after receipt of approved proofs.

ITEM 2 - BUDGET OVERVIEW DOCUMENT (AKA BRIEFING BOOK)

DELIVERABLE COUNTS:

800 copies

PAGE SIZE:

8-1/2" x 11" with a trim tolerance of +/- 1/4" on either dimension; full bleed on cover.

STOCK:

Text - 60# Recycled White Uncoated Opaque Offset or Text (Minimum 90 Brightness) (one color black – no bleeds).

Cover - 80# Recycled White Gloss Coated Cover C2S (Minimum #3 Sheet)
(printed one or two colors covers 1 and 4 – full bleeds; or four color process covers 1 and 4 – full bleeds).

COPY/COMPOSITION:

It is anticipated that all copy will be provided electronically as Press Ready PDFs. Inside text typically consists of line work, pie charts, bar charts and line graphs. There may also be organizational charts of the State departments and agencies to illustrate staff offices, divisions, bureaus, etc. Cover copy is generally full ink coverage with high quality illustrations and/or photographs. In the event composition is required, bidder will be allowed to bill composition at an hourly rate as specified herein. No charge shall be allowed for blank pages. No composition charges shall be allowed if fully formatted electronic files are provided and all costs for processing shall be included in presswork prices. Corrections (i.e. Author's Alterations) may also be furnished and contractor will be entitled to invoice for composition at the hourly rate specified herein and in accordance with the amount of time actually required to typeset the corrections. The contractor will be responsible for the proper and accurate documenting of all composition, corrections, proofs, and all pages that are typeset during the production cycle of the Budget Documents and shall provide that documentation to agency personnel upon request. Contractor must maintain a File Transfer Protocol (FTP) site for the purpose of uploading large files from the agency.

VARNISH/AQUEOUS COATING:

Covers will require either varnish or aqueous coating on covers 1 and 4 only.

BINDING:

Perfect bind on long dimension.

PRICE:

Except for composition, which is listed separately, rate per printed page shall be for complete job and include all costs necessary or incidental to the execution of the job except additional operations as allowed and as listed separately on bid pricing pages. All costs for binding will be included in per page price.

PROOFS:

Inside text copy will be submitted as soon as completed and two blue proofs or equivalent digital proofs for inside text must be delivered within 12 hours after receipt of copy or corrected proofs. Bidders are advised that online proofing is also an option under the contract for the proofing of inside text signatures in lieu of providing hard copy proofs, assuming the bidder is able to provide reasonable assurances that such a system is both secure and the bidder can also demonstrate that the proofing system is adequate for DOB's needs. If bidder plans to propose such a system they should submit detailed information with their bid regarding the proofing system inclusive of the system's security parameters. Two hardcopy blue proofs or equivalent digital proofs are required for one and two color covers; and hard copy Matchprints or equivalent digital proofs are required for four color process cover work. A mutually agreeable schedule for the submission of proofs for any cover work will be worked out between DOB and the contractor. All proofs must be clean, clear, sharp and easily legible, free of hairlines, broken letters, etc.

PRESS PROOFS OF COVERS:

In addition to hard copy proofs for covers, upon request live press proofs of covers 1 and 4 for selected documents must also be submitted to DOB for final approval. When press proofs are required, they must be submitted within 72 hours of approval of hard copy proofs. Any revised press proofs will be required within 48 hours.

SCHEDULING/DELIVERY:

The Division of the Budget (DOB) as the ordering agency for the Executive Budget Documents will supply the contractor a tentative printing schedule during the month of December of each year of this contract. The purpose of this schedule will be to alert the contractor to the absolute maximum (latest) date these publications must be delivered to the Division. This schedule may at the option of DOB be updated to incorporate new (early) delivery dates, when required to meet the Division's plans.

When the proof for the Budget Overview was approved for printing in 2014, the document was printed, bound and delivered within 24 hours. The contractor must be able to produce the Budget Overview under a comparable time frame or better.

REPRINTS:

Contractor quoted pricing for reprints where requested in the event additional copies are needed by DOB after the initial order is delivered. Any reprints ordered must be delivered within 24 hours of request.

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return to:

OGS PROCUREMENT SERVICES
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 customer.services@ogs.ny.gov
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