



Contract Award Notification

Title	:	Group 50213 – 100% Recycled Copy Paper Processed Chlorine Free (Truckload Lots) (Statewide) Classification Code(s): 14
Award Number	:	<u>22446-GR-RS</u> (Replaces Award 21427-GR-RS)
Contract Period	:	July 1, 2012 to June 30, 2017
Bid Opening Date	:	February 16, 2012
Date of Issue	:	July 1, 2012 (Revised: January 3, 2017) 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 Title : Contract Management Specialist 1 Phone : 518-474-0930 E-mail : lorie.teator@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

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

Description

100% Recycled Copy - White - Truckload Lots
This Item contains 100% Post-Consumer Recycled Fiber and is Processed Chlorine Free.
This Item is also compliant with Executive Order Number 4.

PR # 22446

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT. # / NYS VENDOR #</u>
PC66631	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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The

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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 Contract Award Notification or through the OGS website <http://nyspro.ogs.ny.gov/sites/default/files/uploaded/Dispute%20Resolution%20Policy%20%289-2015%29.pdf>.

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including all transportation charges including unloading on dock. See "DELIVERY NOTE" for special delivery requirements for some agencies in the Albany area and elsewhere.

**100% RECYCLED COPY PAPER – WHITE
 PROCESSED CHLORINE FREE**

	<u>PRICE PER CARTON</u>
Size 8-1/2" x 11"	\$ 29.93
Size 8-1/2" x 14"	\$ 40.52
Size 11" x 17"	\$ 31.85
Size 8-1/2" x 11"-3 Hole Punched (Includes paper and punching charge).	\$ 31.82
Additional charge for special truck delivery (see "DELIVERY NOTE" - page 8) (charge for special delivery only - NOT including paper cost)	
8-1/2" x 11"	\$.15
8-1/2" x 14"	\$.20
11" x 17"	\$.30

	Sheets Per <u>Carton</u>	Cartons Per <u>Pallet</u>	Pallets Per <u>Truckload</u>
8-1/2 x 11	5000	40	21
8-1/2 x 14	5000	30	21
11 x 17	2500	40	21

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Guaranteed Delivery: 30 Days A/R/O

Brand: Rolland Enviro100 Copy

Manufacturer: Cascades

Post Consumer Fiber: 100%

This product is Processed Chlorine Free (PCF).

Product Certifications: Environmental Choice Certified™, Chlorine Free Products Association,
Forest Stewardship Council (FSC) & Manufactured Using Bio Gas Energy

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

CONTRACTOR: VERITIV OPERATING COMPANY

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

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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.

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.

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

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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>

SCOPE:

This contract is for the Procurement of 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 facilities can accommodate a full truckload (approximately 40,000 pounds) of paper. See "Minimum Order". All deliveries will be dock deliveries except for special requirements of certain agencies in the Albany area and elsewhere. (See "DELIVERY NOTE").

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 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 this 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. January 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 **January 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 **June through November** as published in "Pulp & Paper Week". The resulting percentage of increase or decrease

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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:

The contract 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.

MINIMUM ORDER:

NYS Agencies, Political Subdivisions and others authorized by New York State law will place orders for multiples of full truckload lots (20-21 pallets) only, as follows: Minimum of 800* cartons (5000 sheets per carton) - size 8-1/2 x 11 or minimum of 630* cartons - size 8-1/2 x 14 (5,000 sheets per carton) or minimum of 800* cartons (2,500 sheets per carton) – size 11x17. Agencies may mix sizes on their order or purchase less than the minimums outlined above as long as long as the combined order is for a full truckload of paper (approximately 40,000 pounds).

Orders are to be in multiples of even pallet quantities of an item. Contractor is not expected to ship broken pallet quantities of an item or partial truckload shipments. (See price page for number of cartons per pallet and number of pallets per truckload). Less than truckload quantities should not be ordered off this contract.

DELIVERY:

Delivery of each truckload is to be made to a single destination. Contractor will not be expected to make deliveries from a single truckload to multiple destinations.

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Delivery of orders should be made within thirty (30) consecutive calendar days after receipt of order. State your earliest delivery if this cannot be met.

Deliveries will not be accepted after 3:30 P.M. All deliveries are to be skid or pallet deliveries unloaded only onto agency's dock. Contractor's driver must unload delivery truck. **THIS IS NOT AN INSIDE DELIVERY CONTRACT. DOCK DELIVERY ONLY.**

Contractor shall notify authorized end-users 48 hours in advance of an anticipated delivery.

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Authorized end-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.

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.

DELIVERY NOTE:

There are several agencies in the Albany area and throughout the State that cannot accept 45 foot long, 13'6" high trailers, and where delivery must be made in straight trucks with power tailgate. For these locations, an additional charge will be allowed for the extra handling involved.

Agencies must specify on their purchase order if this special handling is required.

ESTIMATED QUANTITIES:

This contract shall be for the quantities or dollar values actually ordered during the contract period. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

AGENCY PURCHASE ORDERS:

All purchase orders should specify the following: agency phone number, zip code, the name of the person to contact re: delivery date, size or weight limitations for pallets, special delivery requirements, etc.

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 July 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.

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. 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: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

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A separate report for each size shall be provided in the following format for each authorized distribution channel.

<u>Agency</u>	<u>Address</u>	<u>No. of Sheets</u>	<u>Order Rec'd.</u>	<u>Date Delivered</u>	<u>Total \$ Value</u>
					\$
				Grand Total	\$

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, Procurement Services, Corning 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>

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.

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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.

RECYCLED COPY PAPER – WHITE WITH 100% POST CONSUMER RECYCLED CONTENT - PROCESSED CHLORINE FREE. For use on high speed copiers, laser and ink-jet printers, plain paper faxes, and offset duplicators.

COLOR: White

WEIGHT: Sub. 20 ± 5%

GRAIN: Long

RECYCLED CONTENT:

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

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.

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.

CURL:

Paper shall lie flat before and after processing through a xerographic type 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.

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GUARANTEE:

All copy paper furnished must be unconditionally guaranteed to provide trouble-free operation when used on xerographic type copiers - both regular speed and high speed machines, laser and ink-jet printers, plain paper faxes, and offset duplicators. If requested, bidder must submit a letter from the paper mill manufacturing the stock bid on, unconditionally guaranteeing that the stock furnished will operate trouble free.

STOCK:

Substitution of brands shall not be permitted unless prior written permission is obtained from OGS.
Authorized end-users should not specify any particular brand on their purchase order.

PACKING:

All paper to be ream wrapped in moisture resistant wrapper. A laminated wrapper (to create a moisture barrier) is preferred. Each ream package must have a label affixed to one end indicating the brand, size, color, number of sheets, substance weight and grain. Each ream label must also have an arrow or other appropriate marking to indicate to copier operator the correct way the paper is to be loaded into the copier. This requirement can be eliminated only if the sheet proposed will operate trouble-free on either side.

Reams to be packed in corrugated cartons - 5000 sheets/carton for 8-1/2" x 11" and 8-1/2" x 14" and 2500 sheets per carton for 11" x 17". Lid-type cartons preferred. Each carton to have a label or be marked on one end to identify the contents re: size, quantity, color. Corrugated cartons shall meet ICC standards for carton quality, with no loose sealing or strapping and must be free of bulges and distortion.

Cartons or pallet overwrap must be marked with contractor's name, the contract number and purchase order number.

SKIDS/PALLETS:

All orders shipped under this contract must be delivered on skids or pallets. Skids or pallets furnished must be sturdily constructed so that they can properly support the weight of the cartons placed thereon without breaking. No tops required. Two way or four way entry pallets are acceptable. Pallets to be disposable and their cost included in the price per thousand sheets. No additional charges will be allowed for skids or pallets. Cartons should be carefully tier stacked to prevent damage. Skids or pallets to be shrink film wrapped or covered with water resistant paper to protect cartons against moisture damage in event delivery is made during inclement weather.

Any agency or political subdivision who places an order under this contract must have a loading dock and materials handling equipment capable of moving skids and/or pallets from the delivery truck to the dock, which they must allow the delivering driver to use, if requested.

PUNCHING:

Round hole punching may be required. Price requested for paper with three standard round holes per sheet (for use in a standard ring binder). Punched sheets must be free of "hole plugs" and must not interlock. (Price is to include paper and charge for punching.)

(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 & return by email to customer.services@ogs.ny.gov or mail to:

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