

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-FORMS MV-639TR AND MV-639CR (DMV)
Award Number	:	01186-Z (Replaces 00201)
Contract Period	:	February 15, 2002 to February 14, 2003 with option to renew
Bid Opening Date	:	October 16, 2001
Date of Issue	:	November 5, 2001
Specification Reference:		As incorporated in the Invitation For Bids and Purchasing memorandum dated June 19, 2001

Address Inquiries To:

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Title : Purchasing Officer I
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Description

Forms MV-639TR and MV-639CR.

PR #01186-T

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC58712	MOORE NORTH AMERICA 9 Washington Sq. Albany, NY 12205	800/488-8351 518/452-1631 Stephen Chesley Fax No. 518/452-1677 e-mail: stephen.chesley@email.moore.com Web Site: http://www.moore.com	160331690

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET THE DELIVERY TERMS OF THIS CONTRACT. PRODUCT WHICH DOES NOT COMPLY WITH THE SPECIFICATIONS OR IS OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

NOTE TO AGENCY:

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

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the 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 costs necessary or incidental to proper execution of job including net F.O.B. inside delivery to NYS Dept. of Motor Vehicles, 150 Broadway (West Dock #36), Menands, NY 12204, and includes all customs duties and charges.

(continued)

	<u>Price Per M</u>
ITEM 1: Form MV-639TR	\$54.95
Reprints (minimum orders of 1,000,000)	\$54.95
ITEM 2: Form MV-639CR	\$54.95
Reprints (minimum orders of 1,000,000)	\$54.95

Guaranteed Delivery: As Specified
Sub. Wt. And Brand Name of Stock: 43 lb. White Stora Enso Thermal Transfer C2S
Manufacturer of Stock: Consolidated
Mode of Delivery: Team Drivers
Electronic access ordering is available. Contact contractor for details.

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. 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 No., description of product, 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.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they 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.

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.

PLEASE NOTE:

When printing is provided on recycled stock, contractor must include a printed statement or symbol on the printed material which indicates that the document is printed on recycled stock.

OVERRUNS AND/OR UNDERRUNS:

Overruns and/or underruns will not be accepted.

(continued)

PREPARATORY MATERIALS:

All mechanicals and negatives become the property of NY State and are to be returned to the using agency upon completion of the contract.

CONTRACT PERIOD AND RENEWAL:

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.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for an additional period not to exceed twelve months.

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.

ESTIMATED QUANTITIES:

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

PROOFS:

Two sets of proofs for each item are required within 10 days after receipt of final approved text and pantographs from DMV. Proofs must be on a stable base material so that position may be accurately verified.

TEST DOCUMENTS:

Upon award of contract and receipt of a purchase order and copy, contractor will be required to make a press run of 1,000 MV-639TR and 5,000 MV-639CR for testing on agency printers and mailing equipment. This test run shall be delivered no later than 35 calendar days after OK'd proofs. No full production run is to be made until the test documents have been approved in writing by the Dept. of Motor Vehicles.

The contractor may submit more than one test run; however, if the contractor is unable to provide test documents which are acceptable to the agency, the contract shall be canceled without any cost to the State or further obligations to either the State or the contractor.

DELIVERY SCHEDULE:

ITEM 1 - MV-639TR

Initial delivery of 2,000,000 documents no later than 60 calendar days after approval of the test documents. Two (2) subsequent purchase orders will be issued for the remaining estimated quantity during the remainder of the contract period. Reprints must be delivered no later than 60 days from receipt of the purchase order.

The agency may require delivery of both documents 2-3 times during the year and it may be necessary to stagger the printing schedules for the two documents. The agency will work with the contractor to develop an ordering delivery schedule that is mutually beneficial. Deliveries are accepted between 8 A.M. and 3 P.M. daily.

ITEM 2 - MV-639CR

Initial delivery of 1,000,000 documents no later than 60 calendar days after approval of the test documents. Two (2) subsequent purchase orders will be issued for the remaining estimated quantity during the remainder of the contract period. Reprints must be delivered no later than 60 days from receipt of the purchase order.

The agency may require delivery of both documents 2-3 times during the year and it may be necessary to stagger the printing schedules for the two documents. The agency will work with the contractor to develop an ordering delivery schedule that is mutually beneficial. Deliveries are accepted between 8 A.M. and 3 P.M. daily.

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REPRINTS:

If reprints are required after delivery of the third order for each item, the contractor shall furnish the additional requirements in minimum quantities of 1,000,000 Item 1 and 1,000,000 Item 2 at the contract price within 60 days from receipt of order.

SURETY BOND:

At any time upon the request of the Office of General Services, the contractor shall, within 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 surety 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 A/R/O, and
2. That the State will be damaged in the amount of \$.50 for each missing validation sticker 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 ten (10) days from the date it is requested.

INDEMNIFICATION PROCEDURE:

- a. New York State will be indemnified for each imperfectly printed, imperfectly perforated, duplicate, missing, mutilated, or unnumbered document received from the contractor as a result of imperfect quality control on the part of the contractor.
- 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.
- c. New York State will also be indemnified for any damage to printers caused by the chemical residue used on the documents.
- d. 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 2 perfect documents for each document requiring replacement. In addition, the contractor will be responsible for service costs due to chemical residue and/or the cost of a replacement printer.

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PRODUCTION CONTROL:

The contractor shall use all means required to insure that no documents shall be lost during production and storage and that none shall be reproduced unlawfully. All manufacturing shall be done by the contractor only in the contractor's plant and the storage vault shall be adequately protected against damage or loss of documents. To guard against counterfeiting, a secret mark and/or chemical indicator shall be incorporated into the design, the composition of which shall be known only to the contractor and authorized employees of the New York State Department of Motor Vehicles.

Contractor guarantees that only one copy of each serially numbered document will be produced.

Completed forms will be stored in a separate area under lock and key at all times.

Contractor must notify the New York State Department of Motor Vehicles, South Swan Street Building, Albany, NY 12228, of any change of manufacturing location and receive security clearance from the Division of Field Investigation for said location prior to the start of the manufacturing process. Also, if some part of the work is to be done at another location, the Department of Motor Vehicles must be notified before work begins, and security clearance must be obtained.

The State of New York reserves the right to enter the contractor's premises at any time during business hours, prior to production and at any time during production to evaluate plant security and storage facilities and inspect methods of production and full compliance with all specifications herein.

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 by 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 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 employees 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 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.

(continued)

III. AFTER WORKING HOURS: (Cont'd)

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.

ITEM 1 - MV-639TR - TERMINAL DOCUMENT:

Integrated Sticker/Registration Document cut single sheet. This item may be manufactured in a continuous style but must be delivered burst apart as single documents with no pinfeed holes. Forms furnished must operate satisfactorily on printers currently installed at DMV offices and private sector partners, such as Okidata 14X, Okidata 10EX and similar desktop laser printers.

ESTIMATED QUANTITY:

5,000,000 total - an initial order for 2,000,000 documents, with subsequent orders to be issued for the remaining quantity during the contract period. Reprints will be for a minimum of 1,000,000 documents. NOTE: There may be text changes between orders of documents. The contractor is cautioned not to print the entire quantity at one time.

SIZE: 8-1/2" x 7".

NOTE WELL:

There must be a protective coating which impedes the lifting off or alteration of laser (toner) applied printing.

COMPOSITION:

Contractor to set all composition and create background tints, including pantograph, from sample copy provided by agency.

PRESSWORK:

Prints in two (2) colors on front and two (2) colors on the back.

Front: Two pantographs and an optional border under the adhesive pattern print in a screen of a PMS color. The text prints in permanent black ink.

Back: The New York State Coat of Arms prints in ultraviolet ink in a continuous pattern over the back of the sticker and registration document portion. All text prints in 80% screened black.

NOTE WELL:

Position of printed material and the position of the liner are critical to the use of the document on Okidata 14X, Okidata 10EX, and similar desktop laser printers.

INK: Front: Black and 1 PMS color.
Back: Black and ultraviolet.

NOTE WELL:

Inks on the registration document portion of form must be sensitive to erasure or attempted alteration, yet must not fade during a period of 27 months under normal use. Normal use of the registration document portion of form entails being kept in a wallet, purse or glove compartment and occasionally exposed to artificial light and sunlight. Inks on the sticker portion of form shall not fade for a period of 27 months after being applied to vehicle windshield.

Ink colors will be sent with each purchase order.

MOISTURE BARRIER:

The sticker must have a moisture barrier. This moisture barrier can be internally in the document itself, or externally on the back of the sticker.

(continued)

ITEM 1: (Cont'd)

PERFORATIONS:

Perfs must be strong enough not to separate in printing, but must tear easily by hand without destroying the document.

HORIZONTAL - (3) Three full-width perfs: 1/2", 3-1/2", and 4-3/8" from top. Final positions of horizontal perfs may vary slightly at the time when the purchase order is placed.

VERTICAL - (2) One full-vertical perf 8" from left edge. One partial vertical perf 4-5/8" from left edge, starting at 1/2" from top of document and ending at 3-1/2" horizontal perf. This perf does not extend to bottom of document.

NUMBERING:

Consecutively numbered in black ink with two (2) alpha and six (6) numerics. There are three (3) positions on the face of the document where these alpha numeric characters appear. The number is the same in all three (3) positions.

1. Below the bottom horizontal perf, parallel to the number on the sticker. The number should be no lower than 1/4" below the perf.
2. On the sticker in the upper left corner of the sticker.
3. On registration document to the left of the words "VOID IF ALTERED EXCEPT FOR ADDRESS", as close to the left edge of the receipt as possible.

Numbering heads cannot exceed 3/32" high. Type style will be optional, but width for the 8 character control number must not exceed 7/8".

Contractor will be required to guarantee a continuous sequence of legible numbers. There shall be no skipping or duplication of numbers or blotting of serial numbers so as to make them illegible.

Numbering will be provided with purchase order. Contractor must OMIT all letter - number combinations ending with 000000.

TYPE OF ADHESIVE:

The sticker portion shall carry a pressure-sensitive adhesive capable of meeting adhesive performance requirements under all environmental conditions in the northeastern United States. The adhesive shall permit the successful application of the sticker quickly and effectively at temperatures of 15°F and above, up to 120°F.

Application of stickers will be made to the interior of the vehicle windshield. The adhesive shall be patterned on all four sides of the face of the sticker portion of the document, with the center clear of adhesive to allow printing.

The adhesive must sufficiently bond to the interior of all industry approved vehicle windshields. The bond must allow for adhesion that will last for a minimum of 27 months. The sticker must be removable with common household products in a manner that will not damage the interior surface of windshield material, or leave a residue difficult to remove.

The documents will be stored in a non-air conditioned warehouse and various agency office storerooms around the State. The documents may be stored for up to 6 months. Adhesive quality, including the ability to easily remove the liner over the adhesive without sticking or tearing, must not degrade under these conditions. The storage of these documents must not cause the adhesive to degrade and create a problem running these documents on agency equipment.

(continued)

ITEM 1: (Cont'd)

SECURITY FEATURES:

1. Ultraviolet New York State Coat of Arms on the back of the sticker and registration document.
2. (2) Pantographs - one on sticker and one on registration document.
3. Microprinting of the words "New York State Department of Motor Vehicles" on the sticker (where indicated in the preferred style and format).
4. Sticker should not come off windshield easily in one piece unless it has a void feature. Security slits are not acceptable.
5. A protective coating to impede the lifting off or alteration of laser applied toner.

MANUFACTURE:

Depending on construction of the sticker, vehicle information (laser printing) will be entered directly on the sticker substrate or on the pressure sensitive liner material in the non-adhesive area. If vehicle information is to be printed on the liner material, the liner must be die cut and permanently bonded to the sticker substrate in the non-adhesive area. Any laser printing on the sticker substrate or on the liner must not flake off or fade. The liner over the adhesive must release cleanly and fully to allow maximum adhesion to the windshield.

The forms must feed correctly and allow the toner to adhere adequately. The forms must not degrade print quality or damage the printer due to chemical residue.

The pressure sensitive liners must not lift during printing and cause printer jams or damage to the printers or mailing equipment. The sticker manufacturing process must ensure that no glue can ooze from under the liner and cause damage to agency equipment.

NOTE WELL:

If the contractor proposes to change any materials, glue or ink during the contract period, the contractor must notify the agency before a change is made, and submit test results from an independent laboratory to demonstrate that the proposed change will not diminish the quality or performance of the sticker/registration document.

PACKAGING:

Cut single forms are to be polybagged in lots of 250, four (4) bags to a box (1000 per box). The first box shall contain 999 documents, with the remaining boxes all containing 1000 documents. Forms shall be packed in alpha/numeric order. When the alpha portion of the document number changes, the current box will be ended, and the next alpha sequence will start a new box.

Pack in new corrugated boxes not exceeding 40 lbs. gross, suitable for re-shipping. Boxes shall be closed without force, and without damaging the contents. Boxes shall be sealed with reinforced security tape, with some type of void feature that will show evidence of tampering when broken. Mark all boxes on one end with Form Number, Print Date, PO Number, quantity enclosed and document number range. Boxes shall be marked with box number and total number of boxes (1 of 10, 2 of 10, etc.) starting with box #1. Box #1 shall contain the lowest document numbers. The label information shall be placed at the upper most section of the end of the box. Individual boxes shall NOT contain DMV's address; however, each pallet shall be labeled with DMV's address. Boxes must be suitable to permit deck storage without damage to carton or contents.

(continued)

ITEM 1: (Cont'd)

PACKAGING: (Cont'd)

Band boxes on 3' x 4' disposable pallets for deck storage, with labeled end of box facing out. Stack boxes so that documents are in sequential order - higher numbers on bottom, lower numbers on top. Stack boxes on pallet with equal number of boxes on each layer, not to exceed 5 layers. Shrink wrap each pallet. Pallets to be two-way entry, suitable for handling with a two-prong fork-lift truck. Pack equal number of boxes on each pallet - weight not to exceed 1,900 lbs. gross. Pallets must not be double-decked in truck.

ITEM 2 - MV-639CR - CONTINUOUS PINFEED FORM

SIZE: 9-1/2" x 7" overall.

ESTIMATED QUANTITY:

3,000,000 total - an initial order for 1,000,000 forms with subsequent orders to be issued during the remainder of the contract period. Reprints will be for a minimum of 1,000,000 forms. NOTE: There may be text changes between orders of forms. The contractor is cautioned not to print the entire quantity at one time.

STOCK: Same as Item 1 - MV-639TR.

Contractor guarantees forms to provide trouble-free operation when used on: (1) IBM 3834 laser printer; (2) TAB Burster 2589; (3) Pitney-Bowes Inserters Models 8304, 8306, 8316, R400, R600; (4) Pitney-Bowes Burster Models Y110 & 8353.

COMPOSITION:

Same as Item 1 - MV-639TR.

PRESSWORK:

Same as Item 1 - MV-639TR.

INK: Same as Item 1 - MV-639TR.

MOISTURE BARRIER:

Same as Item 1 - MV-639TR.

ADHESIVE:

Same as Item 1 - MV-639TR.

SECURITY FEATURES:

Same as Item 1 - MV-639TR.

MANUFACTURE:

Same as Item 1 - MV-639TR.

(continued)

ITEM 2: (Cont'd)

PERFORATIONS:

Vertical - Same as ITEM 1 - MV-639TR, plus standard marginal pinfeed perfs along both edges.

Horizontal - Three (3) full-width perfs: 1/2" from top; 3-1/2" from top; and 7" from top (between documents). Final position of horizontal perfs may vary slightly at time of purchase order. All perfs must allow a clean easy separation, yet must not cause premature separation while in use with agency equipment.

Perforations between documents must be strong enough to remain intact on an IBM 3835 laser printer and subsequently burst on either a TAB Burster model 2589 or Pitney-Bowes Burster Models Y110 and 8353, and inserted on Pitney-Bowes Models 8304, 8306, 8316, R400, R600.

NUMBERING:

Consecutively numbered in black with six (6) numeric characters and two (2) alpha suffix. There are two (2) positions on the face of the form where these alpha numeric characters appear. The number is the same in both positions.

Numbering is in the same areas as on the terminal document (MV-639TR), in position 2 and 3 only. All specifications re: size, height and style are the same.

PINFEED HOLES:

Standard marginal punching along both edges.

PACKAGING:

Forms folded every 7" between each document; 1200 documents per box.

Pack in new corrugated boxes. Boxes shall be sealed with reinforced security tape, with some type of void feature that will show evidence of tampering when broken. Mark all boxes on one end with form number, print date, PO number, quantity enclosed and document number range. Boxes shall be numbered and marked with box number and total number of boxes (1 of 10, 2 of 10, etc.) starting with box number 1. Box number 1 shall contain the lowest document numbers. The label information shall be placed at the upper most section of the end of the box. Individual boxes shall NOT contain DMV's address; however, each pallet shall be labeled with DMV's address. Boxes must be suitable to permit deck storage without damage to cartons to contents.

Band boxes on 3' x 4' disposable pallets for deck storage with labeled end facing out. Stack boxes so that forms are in sequential order - higher numbers on bottom, lower numbers on top. Stack boxes on pallet with equal number of boxes on each layer, not to exceed 5 layers. Shrink wrap each pallet. Pallets must be two-way entry, suitable for handling with a two-prong fork-lift truck. Pack equal number of boxes on each pallet - weight not to exceed 1,900 lbs. gross. Pallets must not be double-decked in truck.

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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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