



Contract Award Notification

Title	:	Group 50208 – Recycled Opaque Rolls, Uncoated (Albany Area NYS Agencies) Classification Code(s): 14
Award Number	:	<u>22551-RS</u> (Replaces Award 21048-RS)
Contract Period	:	October 10, 2013 to October 9, 2018
Bid Opening Date	:	December 5, 2012
Date of Issue	:	October 10, 2013 (Revised: November 29, 2016)
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Lorie Teator	Procurement Services
Title : Contract Management Specialist 1	Customer Services
Phone : 518-474-0930	Phone : 518-474-67
E-mail : lorie.teator@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

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

Description

This award is for recycled material which is acid free and either elemental chlorine free or processed chlorine free as indicated herein

PR # 22551

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>
PC66031	Lindenmeyr Munroe, A Division of Central National-Gottesman, Inc. 20 Hemlock Street Latham, NY 12110	800-497-5111 518-471-5129 Mr. Lee Reeves Fax No.: 800-473-5525 518-455-8803 Email: lreeves@lindenmeyr.com Website: www.lindenmeyr.com	130425246 1000025910

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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.

(continued)

NOTE TO AUTHORIZED USERS: (Cont'd)

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).

PRICE:

Prices include all customs duties and charges and are net, F.O.B. destination as designated by ordering agency including unloading on dock and the cost of any pallets/skids plus all transportation charges for delivery to the NYS Assembly, 1 Enterprise Drive, Albany, NY; the NYS Education Dept., Printing Plant, Basement, Cultural Education Center, ESP, Albany, NY 12230 and other NYS Agencies in the Albany Area.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

ITEM

ROLLS OF UNCOATED OPAQUE -

In widths and diameters as specified herein.

Unit
Price

Sub. 50 -

11" and 14" widths
17" width & over

\$.492/lb.
\$.492/lb.

Sub. 60 -

11" and 14" widths
17" width & over

\$.483/lb.
\$.483/lb.

Sub. 70 -

11" and 14" widths
17" width & over

\$.483/lb.
\$.483/lb.

Guaranteed Delivery: 30 Days A/R/O

Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

Brand: American Eagle 30% PCW Offset

Manufacturer: American Eagle Paper Mills

Post Consumer Recovered Fiber: 30%

This product is Acid Free and Processed Chlorine Free (PCF).

Product certifications: Sustainable Forestry Initiative (SFI)

Brand: Finch Offset 30% PCW

Manufacturer: Finch Paper LLC

Post Consumer Recovered Fiber: 30%

This product is Acid Free and Processed Chlorine Free (PCF)

Product certifications: Sustainable Forestry Initiative (SFI) and Forest Stewardship Council (FSC)

PROCUREMENT SERVICES' DISPUTE RESOLUTION POLICY:

It is the policy of the 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 or contract awards. Procurement Services encourages vendors to seek resolution of disputes through consultation with Procurement Services staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of Procurement Services' Dispute Resolution Policy for vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.nyspro.ogs.ny.gov).

(continued)

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

CONTRACT BILLINGS AND PAYMENTS:

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

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

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

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

NOTE TO CONTRACTOR:

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

NOTE TO AGENCY:

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

(continued)

PROCUREMENT LOBBYING TERMINATION:

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

MERCURY-ADDED CONSUMER PRODUCTS:

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

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

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women 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" ("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. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

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 the Contract; or (ii) employment outside New York State.

(continued)

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

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

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), 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, 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 MWBES

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBES as subcontractors, service providers and suppliers to the awarded Contractors. Contractors are, however, encouraged to make every good faith effort to promote and assist the participation of MWBES on this Contract for the provision of services and materials. To locate MWBES, the Directory of Certified Businesses can be viewed at: <http://www.esd.ny.gov/MWBE/directorySearch.html>.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

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

IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

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

(continued)

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

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the “Law”). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law (“NYECL”) it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

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

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

PRICE ADJUSTMENT:

The 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 prices shall be adjusted on the basis of the Not Seasonally Adjusted “Producer Price Index” (PPI) **Series ID: WPU091301**, Writing and printing papers, published 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 website. Go to <http://data.bls.gov/pdq/querytool.jsp?survey=wp>, click on “**Pulp, paper, and allied products**”, then click on “**Writing and printing papers**”.

For all prices listed in this 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, price adjustments shall be effected beginning with the first month following the first six months of the contract, and every six months of the contract thereafter. A **base index** shall be established for the first six months of the contract by averaging the period of six months ending three months prior to the beginning month of the contract. An **adjusted index** shall be established by averaging the six months ending three months prior to the beginning month of the first price adjustment period. NOTE: This index will then become the **base index** for the next price adjustment period. Each succeeding six months will follow this format. The average **adjusted index** is then compared with the **base index**, and the resulting percentage of increase or decrease shall be applied to the contract prices. Price increases shall not exceed 5%.

Should the referenced Producer Price Index (PPI) become discontinued during the course of the contract, it will be replaced by an alternative PPI for uncoated opaque rolls that is also published by the U.S. Department of Labor, Bureau of Labor Statistics, and adjustments will be calculated based on the same methodology as outlined above, but with the 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.

(continued)

EXTENSION OF USE:

Any contract resulting from this bid solicitation 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:

Minimum order shall be 5,000 lbs. of an item (one size, weight, color). Items cannot be combined to achieve this 5,000 lb. minimum.

Contractor may elect to honor orders for less than the minimum order. For such orders, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

DELIVERY:

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. **Note: Guaranteed delivery may be considered in making award.**

Deliveries will be accepted only between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday except on New York State and legal holidays, unless otherwise noted on the agency Purchase Order.

All deliveries are to be skid or pallet deliveries unloaded only onto agency's dock. **Contractor's driver must unload delivery truck.** Any authorized contract participant must have a loading dock and materials handling equipment which they must allow the delivering driver to use, if requested, capable of moving skids and/or pallets from the delivery truck to the agency's dock. **THIS IS NOT AN INSIDE DELIVERY CONTRACT. DOCK DELIVERY ONLY.**

The purchase order number assigned must be on all invoices, packing slips and bill of lading.

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

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 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. Bidders should enter this charge, if any, on the bid pricing page.

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

DELIVERY ENTRANCE NOTE:

The entrance to the loading dock at the Education Dept. printing plant can **NOT** accommodate tractor trailers over the height of 12'6" when empty.

ESTIMATED QUANTITIES:

The quantities listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

(continued)

QUANTITY NOTE:

If contractor has so indicated, their contract may be considered to be fulfilled at such time as they have shipped 20% above estimated quantities indicated in the Invitation for Bids. The State may then solicit additional bids for its requirements.

Contractor will be required to notify the State in writing when they have reached 80% of estimated quantities with an assessment of when they feel the limit will be reached. All claims for relief under this clause must be fully and accurately documented by detailed reports of all items shipped.

CONTRACT PERIOD:

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

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.

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.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than 40,000 lbs. for shipment to one destination.

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>.

(continued)

REPORT OF CONTRACT PURCHASES: (Cont'd)

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

<u>AGENCY</u>	<u>CITY</u>	<u>QUANTITY</u>	<u>WIDTH</u>	<u>DIAM.</u>	<u>SUB</u>	<u>ORDER DATE</u>	<u>DEL. DATE</u>	<u>VALUE</u>
Education	Albany	85,000 lbs.	27	40	50	1/15	2/10	\$36,550.00

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.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

"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>

SCOPE:

THIS CONTRACT IS FOR THE PROCUREMENT OF RECYCLED UNCOATED OPAQUE ROLLS PRIMARILY FOR THE NEW YORK STATE LEGISLATURE, AND THE NYS EDUCATION DEPARTMENT. ORDERS WILL BE PLACED AS REQUIRED (see "MINIMUM ORDERS").

NOTE:

While the contract is primarily intended for use by the NYS Legislature and the NYS Education Department, it is possible that other agencies in the Albany area may also wish to purchase recycled uncoated opaque rolls under this contract.

OVER AND/OR UNDER-RUNS:

Shipments of an item cannot exceed 10% over or under the quantity ordered. Over-runs exceeding this limitation will not be accepted at contract prices. Should an excess over-run occur, before shipping, contractor should contact the agency to see if they can use the extra paper. If they can use the excess, the agency will negotiate a price with the contractor.

(continued)

STOCK:

Substitution of brands shall not be allowed unless prior written approval is obtained from the NYS Office of General Services, Procurement Services.

ROLLS NOTE:

All rolls to be free from slitter dust, and be tightly wound at even tension. Rolls must be individually wrapped to protect contents and the weight marked clearly on outside wrapper and also on all shipping and billing papers. Outside wrapper to be moisture resistant.

Paper to be wound felt side out. On the 17-1/2" wide rolls only - the disposable cores on these rolls are not to be reinforced with steel or metal tips. The air shaft on the press cannot function properly and the paper will not feed through the press if the cores are metal reinforced.

SPLICES:

Maximum of two splices per roll will be allowed. Splices shall be neatly and securely overlap pasted and made with repulpable adhesive. The adhesive shall not cause the splice to adhere to adjacent laps. The tails of the splices shall be neatly and evenly removed without damage to adjacent laps. Splices shall be flagged at both ends with projecting colored markers, not pasted to the splice, or otherwise clearly marked. Rolls containing splices must be conspicuously marked on the outside wrapper.

PALLETIZATION:

All rolls of paper must be delivered on pallets or skids and each item kept separate, where necessary, to meet the requirements of the ordering agency. Rolls must be individually wrapped and steel strapped to pallet in both directions so that they do not shift while in transit. Any strapping used must not cut into rolls of paper. Adequate care must be taken to ensure that rolls are not damaged in transit. Maximum pallet load not to exceed 2000 pounds. Pallets should be capable of being stacked. Rolls to be placed lying flat on pallets (not in a rolling position). Pallets may be either two way or four way and must be sturdy enough to adequately support the load placed on them without breaking. Wood or plastic pallets are preferred. When requested, contractor shall deliver rolls of paper on wood pallets with both a top and bottom wood pallet for stacking purposes. Agencies are advised to list any special packing instructions on their purchase order.

ITEM - ROLLS OF RECYCLED UNCOATED OPAQUE - WHITE

GRADE: Recycled Commodity Grade.

WEIGHT: Sub. 50, Sub. 60 and Sub 70- Basis: 25 x 38 - 500

FINISH: Smooth and Vellum - both must be available.

CORE: 3" non-returnable.

ROLL WIDTHS: 11", 14", 17", 17-1/2", 27" and 35".

(continued)

ITEM - ROLLS OF RECYCLED UNCOATED OPAQUE – WHITE (Cont'd)

ROLL DIAMETERS: 40"

	<u>Roll Width</u>	<u>Roll Diameter</u>	<u>Approximate Roll Weight</u> <u>Smooth</u>	<u>Vellum</u>
ITEM				
<u>White-Sub. 50</u>	11	40	385	350
	14	40	490	445
	17	40	595	541
	17-1/2	40	613	557
	27	40	945	859
	35	40	1225	1114
ITEM				
<u>White-Sub. 60</u>	11	40	385	350
	14	40	490	445
	17	40	595	541
	17-1/2	40	613	557
ITEM				
<u>White-Sub. 70</u>	11	40	385	350
	14	40	490	445
	17	40	595	541

NOTE:

Contractor must be able to furnish all of the listed widths and diameters. No guarantee can be made as to how many pounds of each size may be ordered during the contract period.

(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 & mail to:

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