

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

(This is not an order)

BID MUST BE MADE ON THIS SHEET  
OR AS OTHERWISE SPECIFIED

NYS Office of Court Administration Contracts & Procurement Unit 42 Karner Road Albany, New York 12205  (Agency Name and Address)
Direct Inquiries to: Gabrielle Tanski E-Mail: <a href="mailto:gtanski@courts.state.ny.us">gtanski@courts.state.ny.us</a>

Number: OCA/JM-191 Issue Date:	Commodity Group:
Opening Date: July 17, 2012 Opening Time: 3:00 p.m.	Commodity Name: Juror Mailers - Full-Perimeter Pressure Sealed , 28#

Price to include delivery to (describe exact location and method of delivery)

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PER ATTACHED RFP/RFB SPECIFICATIONS

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OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (JANUARY 2004) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
<p><b><u>UCS ATTACHMENT I, ATTACHMENT II ATTACHMENT III AND ATTACHMENT IV ARE ATTACHED &amp; INCORPORATED HEREIN.</u></b></p> <p>Estimated quantity term contract for production of Juror Mailers for use with specified laser printers for the Unified Court System.</p> <p>Contract Term: Two (2) years with an option to renew for two (3) additional one (1) year periods</p>	<p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP/RFB SPECIFICATIONS.</p>

**NOTICE TO BIDDERS**

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid/Proposal will be received at the above address. When submitting a bid, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid/proposal. The bid/proposal must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID/PROPOSAL NUMBER, THE OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED RESPONSE.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE RESPONSES WILL BE REJECTED.**

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

**RESPONSES MUST BE SIGNED**

Bidder's Firm Name:		Employer's Federal Identification Number NYS Vendor ID #	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number	Email

## DOCUMENTS ENCLOSURE CHECKLIST

\_\_\_\_\_ Bid Response Form must be included in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

The following documents must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response:

- \_\_\_\_\_ UCS Request for Bid FRM with original signature
- \_\_\_\_\_ Attachment I, p.3 - Non-Collusive Bidding Certificate
- \_\_\_\_\_ Attachment I, p.4 - Corporate Acknowledgment
- \_\_\_\_\_ Attachment I, p.5 - Bidder's Certification of Work (Printing)
- \_\_\_\_\_ Attachment I, p.6 - Bidder's Certification of Recycled Product(s)
- \_\_\_\_\_ Attachment I, p.7 - Manufacturer's Affidavit of Recycled Content
- \_\_\_\_\_ Attachment II - Not Applicable
- \_\_\_\_\_ Attachment III - Vendor Responsibility Questionnaire
  - paper questionnaire attached
  - questionnaire filed online via OSC VendRep System and certified within the last 6 months
- \_\_\_\_\_ Attachment IV - Procurement Lobbying forms
  - Disclosure of Prior Non-Responsibility Determination (UCS 420)
  - Affirmation of Understanding and Agreement (UCS 421)
  - Termination Clause (UCS 423)
- \_\_\_\_\_ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications.

**Please note: For proof of workers' compensation and disability benefits insurance coverage, ONLY the following forms will be accepted: Workers Compensation Board Form # C-105.2 (workers' compensation coverage) and Form # DB-120.1 (disability benefits insurance coverage), or Form CE-200 (Certificate of Attestation of Exemption.)** An ACORD Certificate of Insurance is NOT acceptable proof of NYS workers' compensation or disability benefits insurance coverage.
- \_\_\_\_\_ ACORD Certificate of Liability Insurance
- \_\_\_\_\_ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
- \_\_\_\_\_ Original bid response + three (3) complete copies
- \_\_\_\_\_ Documents Enclosure Checklist

**To be complete, a bidder's bid response must include ALL the above documents.**

**All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.**

**OCA/JM-191**  
**Juror Mailers - Full-Perimeter, Pressure Sealed, 28#**

**Bid Opening Date: July 17, 2012**  
**Bid Opening Time: 3:00 P.M.**

**\*\*\* GENERAL SPECIFICATIONS \*\*\***

**I. The RFB/RFP Process**

**Note to Bidders**

**1. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV- Procurement Lobbying Law required forms**

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under "Addenda" for the appropriate solicitation, are incorporated and made a part of this solicitation.

**2. Attachment III - Vendor Responsibility Questionnaire**

The NYS Unified Court System (UCS) is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective contractor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references). The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Checklist available at [http://www.osc.state.ny.us/vendrep/vrsystem\\_vendor\\_checklist.htm](http://www.osc.state.ny.us/vendrep/vrsystem_vendor_checklist.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Unified Court System or the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Bidders' authorized signature of the RRB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

**Online RFB/RFP Package : Disclaimer**

Bidders accessing any Unified Court System/Office of Court Administration (hereafter "UCS/OCA") solicitations and related documents from the New York State UCS website [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the Internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

**Bid Response/Proposal: Original and Copies**

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3, 4, 5, 6 & 7 of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed online at [http://www.osc.state.ny.us/vendrep/vrsystem\\_vendor\\_checklist.htm](http://www.osc.state.ny.us/vendrep/vrsystem_vendor_checklist.htm)); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder's response.

**Packaging, Identifying and Delivering of Bids/Proposals**

Bidders may not submit their bid/proposal responses online.  
Bids/Proposals must be clearly addressed and submitted to:

Gabrielle Tanski  
Senior Court Analyst  
Office of Court Administration  
42 Karner Road  
Albany, NY 12205

All envelopes/cartons must also be labeled with the following information on two sides:

"Deliver immediately to Gabrielle Tanski"  
"Sealed bid - Do not open"  
"OCA/JM-191 due July 17, 2012"

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by July 17, 2012 at 3:00 pm at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

**No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Gabrielle Tanski, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/JM-191.

**Questions**

Any and all questions bidders may have in connection with this solicitation are to be directed **by email only** to:

Gabrielle Tanski  
[gtanski@courts.state.ny.us](mailto:gtanski@courts.state.ny.us)

Please indicate in "Subject" field: OCA/JM-191 Question(s)

The deadline to submit questions is July 5, 2012 before 5:00 pm. A Questions & Answers (Q&A) sheet will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) in the Addenda column for the appropriate solicitation and mailed to the bidders list a couple of days after this deadline.

**IMPORTANT:** All questions regarding this solicitation must be **in writing** and directed solely to the attention of the above-designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/OCA in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

#### **Binding Nature of Bid/Proposal on Bidders**

All bids/proposals shall remain binding on bidders until such time as the Office of Court Administration (hereafter "OCA") provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

#### **References**

Bidders must submit with their bid response the names of at least three (3) client references (private, or governmental entities other than UCS) for whom bidder delivered similar products in the past **three (3)** years, including contact persons, telephone and fax numbers, email addresses, and size of account.

#### **Indemnity**

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

#### **Qualification of Bidders**

Bidders must submit with their bid response information pertaining to the organization which demonstrates its experience and competence in the conduct of service comparable in nature, volume, and scope to that described in the solicitation. Vendor must have a minimum of three (3) years experience in providing such services.

### **Rejected and Unacceptable Bids/Proposals**

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bid/proposal from any bidder who is in arrears to the State of New York upon any debt or in the performance of any contract; or who has previously defaulted on any contractual obligation, (as vendor, surety or otherwise), or other obligation to the State of New York; or who has been declared not responsible or disqualified by any agency of the State of New York; or who has any proceeding pending against them relating to the responsibility or qualification to receive or perform public contracts; or whose proposal is incomplete in any material respect. OCA also reserves the right to reject any bidder: (I) whose facilities and/or resources are, in the opinion of OCA, inadequate, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

### **Implied Requirements**

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

### **Silence of Specifications**

The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **Compliance with Laws**

Awarded contractor(s) must comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, fire, health and safety codes, prior to and during the provision of all services under the contract resulting from this RFB/RFP

### **Responsible Bidder**

A bidder shall be defined as "responsible" in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire), and the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals" as well as any other criteria necessary and reasonable to establish the bidder's

### **Confidential/Proprietary Information**

Bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and must provide justification why such material, upon request, should not be disclosed to parties other than OCA/JM, except in connection with any governmental or judicial proceeding or

inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

### **Termination**

In addition to any other rights or remedies it may have, UCS may terminate an agreement with awarded contractor upon written notice to contractor: (i) in the event that any representation made by the contractor in connection with this RFB shall prove to be false or misleading in any material respect, (ii) upon a determination that Contractor is non-responsible or (iii) if Contractor defaults in the observance or performance of any of the terms and conditions of such agreement, and such default is not remedied within thirty (30) days after such notice has been delivered to contractor specifying the occurrence, omission, or failure giving rise to such default.

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the awarded contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the contractor's removal from the UCS/OCA's bidders list for future solicitations.

### **Independent Contractor Status**

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

### **Financial Stability**

Upon request by OCA, bidder shall provide its audited financial statements prepared in accordance with Generally Accepted Accounting Principles for the past three (3) consecutive years and a copy of its last three (3) annual reports.

### **Insurance Requirements**

Awarded contractor(s) shall be required to maintain during the term of the contract, at their own cost and expense:

1. Workers' compensation and disability benefits insurance coverage as required under NYS law. Each bidder must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Bidder must obtain the appropriate Workers'

Compensation Board forms from its insurance carrier or licensed agent, or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. Please refer to the Document Enclosure Checklist for the Workers' Compensation Form numbers. A manual listing required forms and procedures may be obtained on the Workers' Compensation Board website at:

<http://www.wcb.state.ny.us/content/main/Employers/IM.pdf>. Bidders without web access may contact the Workers' Compensation Advocate for Business office at (800) 628-3331 for additional information. Please note that an ACORD Certificate of Insurance is NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. Only the proper forms as prescribed by the NYS Workers' Compensation Board shall be acceptable.

2. Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million, per occurrence, \$2million, aggregate
Personal Injury and Advertising:	\$1 million aggregate
Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial general liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

### **Confidentiality**

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the court, or which may be otherwise encountered by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder nor any of its employees, servants, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of the OCA. Any breach of this confidentiality by the bidder or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by the OCA and may subject the bidder to further penalties. Awarded contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

### **Subcontracting**

The awarded contractor(s) shall not subcontract any portion of their work without the knowledge and prior

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written approval of the OCA.

In the event that bidder proposes to use one or more subcontractors, the specific subcontractors, and the services proposed to be performed by such subcontractor(s), must be listed in bidder's proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of OCA to the subcontractors named in the bidder's proposal.

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives.

### **Estimated Quantities**

Any requirements specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

## **II. RFB# OCA/JM-191**

### **Purpose and Scope**

The New York State Unified Court System, Office of Court Administration (hereafter "UCS/OCA") is soliciting sealed proposals on behalf of the OCA Jury Management (hereafter "OCA/JM") for the purpose of establishing a single estimated quantity term contract for the production and provision to counties throughout New York State of full-perimeter, pressure sealed, 28# paper weight juror mailers for use with laser printers, detachers and pressure sealers.

### **Contract Period**

The term of the contract resulting from this RFB and award shall be for an initial period of two (2) years, subject to the approvals of the NYS Attorney General and the NYS Comptroller..

### **Renewal Periods**

The UCS/OCA shall have the option to renew this awarded contract for three (3) additional one (1)-year periods ("Renewal Terms") upon the same terms and conditions as the original contract, except for the prices.

The Renewal Terms shall be subject to the approvals of the NYS Attorney General and the NYS Comptroller.

### **Method of Award**

Award shall be made to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB

and specifications. Lowest dollar cost is defined as the lowest grand total cost for the initial two-year term of the contract. Please see the Bid Response Form

### **Pricing**

Prices quoted for Mailers in both Lots shall be per thousand as indicated on the attached Bid Response Form. Prices shall be inclusive of all requirements and services contained herein including, but not limited to paper, printing, proofs, printing plates, assembly, ink, etc., and shall also include shipping, F.O.B. destination. Bidder must also quote prices on the Bid Response Form for artwork and proof changes for both Lots. Prices quoted shall remain unchanged during the initial term of the contract. In the event that there is no charge for any item, bidder must so indicate by entering "No charge" or "N/C" in the applicable Bid Response Form section. In the event of a mathematical miscalculation by bidder, the unit price quoted will prevail.

### **Price Increases**

All prices shall remain unchanged during the initial two (2) year term of the contract. Reasonable, necessary and documented cost increases to the contractor for any renewal period will be considered subject to the following:

1. Only those increases applicable to materials and supplies, as the result of increases levied by the manufacturers/suppliers, will be considered. No increases associated with labor costs will be considered.
2. The price increase must not exceed the change in CPI between the beginning date of the initial term of the contract or the first renewal period and the date of the request for a price increase. In case of a request for a price increase, OCA apply the CPI-U - NSA, i.e the Consumer Price Index - All Urban Consumers - Not Seasonally Adjusted, Table 4.
3. The awarded contractor must submit a written request to Gabrielle Tanski for allowable increase(s) forty-five (45) days prior to the end of the initial contract period and/or its first renewal, accompanied by any/all supporting documentation showing price increases at the manufacturers/suppliers level including manufacturers/suppliers invoices at the time of the beginning of the awarded contract and/or its first renewal and at the time of the awarded contractor's request for a price increase.

### **Access to court facilities**

Bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. No special accommodations can or will be made by court staff with respect to security measures, access or parking.

### **Samples of existing juror mailers**

Samples of existing juror mailers will be provided for informational purposes only. Sample mailers may be printed on paper of a higher quality than required by the detailed specifications contained in this RFB.

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For samples, please contact (in writing only):

Gabrielle Tanski  
[gtanski@courts.state.ny.us](mailto:gtanski@courts.state.ny.us)

Please indicate in "Subject" field: OCA/JM-191 Juror Mailer Samples

### **Samples from bidders**

Bidder shall provide with its bid response a minimum of ten (10) samples of the mailers pursuant to the specifications of the RFB.

### **Contractor Identification**

The awarded contractor's logo, trademark or any other identifying information (except union logo, if applicable) must not appear on any portion of the completed product.

### **Order Communication**

Any and all corrections, changes, clarifications, etc. communicated between the OCA-JM and the contractor must be in writing.

### **Paper Quality**

Paper supplied shall perform satisfactorily on laser printers, detachers and pressure sealers and shall conform with industry standards for the use intended. Paper shall not cause equipment jams or produce excessive dust. Any deviation in the these standards shall be sufficient cause for rejection of the mailers, and if not cured within the time specified therein, shall be a default under the awarded contract.

## Detailed Specifications

The following are the detailed and technical specifications governing the production of Juror Mailers.

The forms will be of two styles with an approximate breakdown as follows:

Lot 1 Four million (4,000,000) per year estimated

Lot 2 Two million (2,000,000) per year estimated

For a breakdown of estimated quantities per year by county and zip code, please see **Exhibit 1**.

The Commissioner of Jurors (COJ) for each of the sixty-two (62) counties in NYS, will have their own version, or several variations of, their county-specific information for printing on their mailers. Each COJ office color-codes their mailers with either blue or red printing on the front and black printing on the back. The counties will specify colors, quantities and Lots on their purchase orders.

### **Manufacture**

The total estimated quantity per county shall be manufactured in two different runs, the second one approximately 6-8 months after the initial run. The counties may change preprinted text prior to the second printing run at no additional charge.

### **Artwork and negatives**

All artwork and negatives created by the awarded contractor for the performance of the contract are considered the property of UCS/OCA and, at OCA-JM's request, they shall be delivered to the UCS/OCA at no cost upon expiration or earlier termination of the awarded contract. Pricing for Artwork shall be provided on the Bid Response Form in the manner indicated.

### **Proofs**

The awarded contractor will supply at no charge a proof for each form ordered within fifteen (15) days of receipt of a purchase order.

Corrections to the proof made by the locations due to contractor error are to be without charge. Bidder must indicate charges, if any, to produce any additional proof due to changes requested by a location to a previously approved proof that is not due to contractor error. Contractor shall then be required to produce such additional proof within fifteen (15) days of receipt of the corrected proof.

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### **Testing**

Before the full execution of printing and manufacturing may begin, the awarded contractor will be required to supply 500 testing proof forms of each Lot to the contact below at no cost within fifteen (15) days of acceptance of a proof. After acceptance by OCA/JM of testing proofs for mailers ordered by a location, such location may begin ordering their forms.

Testing proofs are to be sent to

**Mr. Edward Spath**  
**OCA/UCS Department of Technology**  
**125 Jordan Road**  
**Troy, NY 12180**

### **Packaging**

**Lot 1 only (Continuous Feed):** No Breaks; Splices (if any) may not exceed 1 in 20 cartons, be clearly marked, and must be processable through all equipment (printers, detacher, and pressure sealer).

**Both Lots:** Full carton quantities only, and carton weight not to exceed 50 lbs. All cartons must be clearly labeled with form name, quantity, purchase order number, and date manufactured.

Mailers must be packed within their cartons as follows:

Lot 1: Approximately 9 ½ x 14 continuous-feed double parallel - 1500 per carton in moisture proof liner

Lot 2: Approximately 8 ½ x 14 cut sheet version of same - 1500 per carton in moisture proof liner

### **Delivery**

Mailers must be delivered to the address(es) indicated on the ordering location's purchase order(s) between four (4) and six (6) weeks, but no later than six (6) weeks, after the approval of testing proof forms.

**TIME SHALL BE OF THE ESSENCE WITH RESPECT TO SPECIFIED DELIVERY TIMES OF ALL PROOFS AND FORMS.**

## **Description of Lots**

For a list of Counties, with respective zip codes and annual quantities, please see Exhibit 1.

### **LOT 1**

**Estimated Quantity:** Four million (4,000,000)

**Size:** Approximately 9-1/2 x 14, Continuous feed

**Ink:** Standard PMS colors, heat resistant, soy based, 2 colors - Red and Black on Front, Black on Back.

#### **Perforations:**

- **Vertical:** Marginal. Two full length perforations. One on each side 7/8" from each edge.

Two additional vertical perforations: (See sample)

1. In panel C of the sample, vertical perforation 6 3/4" from the left hand margin. Three inches top to bottom.
2. In panel D of sample, vertical perforation is 3 7/8" from left hand margin. Three inches from top to bottom.

- **Horizontal:** The form will contain 3 fold perforations placed 3 5/8", 7 1/4" and 10 7/8" from the top. The detachable stop perforation is 7 3/4" from the top.

**Form Construction:** One part continuous marginal punched self cohesive pattern on the face and back which will produce a full perimeter seal when processed for mailing.

**Fold Construction:** Double parallel also known as a double V.

**Paper Weight:** 28# Ledger, laser printer qualified, or equal. Paper will be compatible with PRINTRONIX L1024, MICROPLEX simplex laser printer, MICROPLEX F34, New Moore PS-4 Folder/Sealer (or comparable)

**Printing:** Standard pinfeed, punched left and right 5/32" round holes.

**Moisture Content:** Must be between 4.2% and 5.5.%. Must be "curl free"

**Cohesive:** The cohesive must not be affected by heat or pressure related to the fusion process but will give a complete seal when not less than 150# per linear inch pressure is applied. The cohesive pattern must run in a strip pattern, which will run along the entire length of the form to assure full perimeter seal of the form. Spot application of the cohesive is not acceptable. Cohesive and printing must be applied to the paper stock in the same facility by the awarded vendor.

**Equipment:** Forms must be compatible with all of the following equipment:

- a) PRINTRONIX 1024 Simplex Printer
- b) MICROPLEX Simplex Printer
- c) MICROPLEX F34
- d) Moore P5-4 Pressure Sealer or comparable

**OCA/JM-191**  
**Juror Mailers - Full-Perimeter, Pressure Sealed, 28#**

**Bid Opening Date: July 17, 2012**  
**Bid Opening Time: 3:00 P.M.**

**LOT 2**

**Estimated Quantity:** Two million (2,000,000)

**Size:** 8 ½" x 14" Cut Sheet

**Ink:** Standard PMS colors, heat resistant, soy based, 2 colors - Blue and Black on Front, Black on Back.

**Perforations:** No punching is required since the form is cut sheet.

**Form Construction:** One part continuous marginal punched self cohesive pattern on the face and back which will produce a full perimeter seal when processed for mailing.

**Fold Construction:** Double parallel also known as a double V.

**Paper Weight:** 28# Bright White laser bond or equal.

**Moisture:** Must be between 4.2% and 5.5%. Must be "curl free"

**Cohesive:** The cohesive must not be affected by heat or pressure related to the fusion process but will give a complete seal when not less than 150# per linear inch pressure is applied. The cohesive pattern must run in a strip pattern, which will run along the entire length of the form to assure full perimeter seal of the form. Spot application of the cohesive is not acceptable. Cohesive and printing must be applied to the paper stock in the same facility by the awarded vendor.

**Equipment:** Moore 3400 Detacher

HP LaserJet Pro M217

HP LaserJet Pro P1606dn

HP LaserJet Pro M1536dnf

HP LaserJet Pro P2055dn

**Bid Response Form**

**Lot Pricing**

Lot	Unit Price per Thousand	Est. Annual Quantity	Estimated Annual Cost	Estimated Cost - Initial Contract Term (2 Years)
Lot 1	\$ _____	X 4,000,000	= \$ _____	x 2 = \$ _____
Lot 2	\$ _____	X 2,000,000	= \$ _____	x 2 = \$ _____
<b>Total</b>			<b>Cost of both Lots (A)</b>	<b>= \$ _____</b>

**Artwork**

Lot	Unit Price per Artwork	Estimated Annual Quantity	Estimated Annual Cost	Estimated Cost - Initial Contract Term (2 Years)
Lot 1	\$ _____	x 150	= \$ _____	x 2 = \$ _____
Lot 2	\$ _____	x 50	= \$ _____	x 2 = \$ _____
<b>Total</b>			<b>Cost of both Lots (B)</b>	<b>= \$ _____</b>

**Proof Changes: Pricing per Revised Proof**

Lot	Unit Price per Proof	Estimated Annual Quantity	Estimated Annual Cost	Estimated Cost - Initial Contract Term (2 Years)
Lot 1	\$ _____	x 150	= \$ _____	x 2 = \$ _____
Lot 2	\$ _____	x 50	= \$ _____	x 2 = \$ _____
<b>Total</b>			<b>Cost of both Lots (C)</b>	<b>= \$ _____</b>

**Grand Total Cost for Initial 2-Yr Term:**

**Lots (A) + Artwork (B) + Proof Changes(C) = \$ \_\_\_\_\_**

**Vendor/Company:** \_\_\_\_\_

**Authorized Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_