STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)
BID MUST BE MADE ON THIS SHEET
OR AS OTHERWISE SPECIFIED

Bid Number: **OCA/CPA-312**	**Commodity Group:**
Opening Date: 03:22:05 **Time: 2:00 PM**	**Commodity Name:** **STENOGRAPHIC MACHINE PAPER**

NYS OFFICE OF COURT ADMINISTRATION
CONTRACT & PROCUREMENT ADMINISTRATION
42 KARNER ROAD
ALBANY, NY 12205
(Agency Name and Address)

Direct Inquiries to: **GLENN R. HARRISON**
Telephone No.: **(518) 869 - 4732**

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

Per RFB Specifications

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
UCS ATTACHMENT I ATTACHED & INCORPORATED HEREIN. ESTIMATED QUANTITY TERM CONTRACT FOR THE PURCHASE OF BOTH RECYCLED AND VIRGIN STOCK PAPER FOR STENOGRAPHIC MACHINES. CONTRACT PERIOD: **MAY 01, 2005 - APRIL 30, 2007** WITH TWO, ONE YEAR OPTIONS TO RENEW	**ALL BID RESPONSES MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM.**

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 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. The bid 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 NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

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

BIDS MUST BE SIGNED

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

RFB# OCA/CPA-312
STENOGRAPHIC MACHINE PAPER
RECYCLED AND VIRGIN STOCK

BID OPENING: MARCH 22, 2005
2:00 PM

BID RESPONSE FORM

RECYCLED NUMBERED STENOGRAPHIC MACHINE PAPER:

PRICE PER CARTON $_____ X **800** CARTONS X **2** (YEARS) = $_____

VIRGIN STOCK NUMBERED STENOGRAPHIC MACHINE PAPER:

PRICE PER CARTON $_____ X **3700** CARTONS X **2** (YEARS) = $_____

2 YEAR RECYCLED + 2 YEAR VIRGIN ESTIMATED COST TOTAL: $_____

GUARANTEED DELIVERY _____ DAYS A/R/O

NOTE: IF BIDDER WISHES TO OFFER ADDITIONAL QUANTITY DISCOUNTS HE/SHE MAY INDICATE SO BELOW. **HOWEVER**, SUCH SHALL HAVE NO BEARING ON DETERMINATION OF "LOWEST COST":

PERCENT OF DISCOUNT FROM THE ABOVE PRICING FOR THE FOLLOWING QUANTITIES ORDERED ON ONE PURCHASE ORDER TO THE SAME DELIVERY LOCATION:

50 TO 99 CARTONS _____% DISCOUNT

100 PLUS CARTONS _____% DISCOUNT

_____
COMPANY

_____
SIGNATURE (AUTHORIZED PERSON)

_____
DATE

_____
NAME IN PRINT

RFB312.DOC

NYS UNIFIED COURT SYSTEM
STANDARD REQUEST FOR BID CLAUSES & FORMS
ATTACHMENT I

NOTE: In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

OGS SPECIFICATIONS:

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated **December 1999,** and where applicable, Technology Products & Services **(November 2000)** and/or Negotiated Software Contracts (**July 2001**)(copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

AGREEMENT TO CONTRACT:

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

PREFERRED SOURCE NOTIFICATION:

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a,2b,and 2c,2d,2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

GRIEVANCE / INQUIRY POLICY:

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

ORDERS:

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

APPENDIX A:

NYS/UCS Standard Clauses for all Contracts (07:03) is attached and incorporated herein.

NON-COLLUSIVE BIDDING CERTIFICATE:

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

ACKNOWLEDGMENT:

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

PAYMENTS OF INTEREST:

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

REFERENCES:

Upon request, bidders must provide the names of at least _____(__) prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

ADDITIONAL INFORMATION:

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

BID VALIDATION PERIOD:

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

RECYCLED PRODUCTS:

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

NOTE: If this RFB/RFP is for printing, the following clauses shall also apply:

UCS PRINTING POLICY:

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

RECYCLED PAPER:

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

OVER-RUNS:

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

ATTACHMENT I

STATE OF NEW YORK
UNIFIED COURT SYSTEM

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.
Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) , (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder:_____ Employer's Federal ID #: _____

Address: _____
Street City County State Zip Code

Telephone #: _____

Signature of Bidder: _____ Printed or typed copy of signature:_____

Official Title:_____

(UCS-Rev.10/01/00)

ATTACHMENT I

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF_____)
) **SS:**
COUNTY OF _____)

On this _____ day of _____ 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____)
) **SS:**
COUNTY OF_____)

On this _____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ , of the _____ , the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

_____
NOTARY PUBLIC

ATTACHMENT I

NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF WORK
(PRINTING)

RFB # _____ BID OPENING: _____

ITEM: _____

RECYCLED PAPER:

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468),** any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.

	WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A	_____	_____
	_____	_____
B	_____	_____
	_____	_____
C	_____	_____
	_____	_____

NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:

_____ NAME OF COMPANY

_____ ADDRESS

_____ ADDRESS

_____ DATE

_____ AUTHORIZED SIGNATURE

_____ NAME IN PRINT

_____ TITLE

(UCS - Rev. 10/01/00)

ATTACHMENT I

NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)
(TO BE COMPLETED BY BIDDER)

RFB # _____ BID OPENING: _____

ITEM: _____

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content**.

NAME OF COMPANY	AUTHORIZED SIGNATURE
DATE	NAME IN PRINT
	TITLE

(UCS - Rev. 10/01/00)

ATTACHMENT I

NEW YORK STATE
UNIFIED COURT SYSTEM

MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT
(TO BE COMPLETED BY MANUFACTURER)

RFB # _____ BID OPENING: _____

I, _____ of _____ being duly sworn, depose and say that for the item(s) listed below, the recycled content which conforms to the New York State requirements are as specified.

	PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1	_____	_____	_____ %	_____ %
2	_____	_____	_____ %	_____ %
3	_____	_____	_____ %	_____ %
4	_____	_____	_____ %	_____ %

	SECONDARY MATERIAL NYS WASTE STREAM APPROVED	CHECK IF DED/DEC
1	_____ %	_____
2	_____ %	_____
3	_____ %	_____
4	_____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: _____

ADDRESS: _____ PHONE: _____

AFFIDAVIT SUBMITTED ON BEHALF OF: _____ (BIDDER)

SIGNATURE-MFG. REP.: _____ TITLE: _____

NAME IN PRINT: _____ DATED: _____

SWORN TO BEFORE ME THIS _____ DAY OF _____ , 19 _____

NOTARY PUBLIC: _____

(UCS - Rev. 10/01/00)

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds $15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. WORKER'S COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non- collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds $5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 UCS APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).

9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over $25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

RFB# OCA/CPA-312
STENOGRAPHIC MACHINE PAPER
NUMBERED - RECYCLED AND VIRGIN STOCK

BID OPENING: MARCH 22, 2005
2:00 PM

* * * GENERAL SPECIFICATIONS * * *

NOTE: IN ADDITION TO SUCH OTHER SPECIFICATIONS AND CRITERIA PRESENTED HEREIN, THE NYS UNIFIED COURT SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS - ATTACHMENT I IS ATTACHED HERETO AND MADE A PART HEREOF.

PURPOSE AND SCOPE:

THE NEW YORK STATE OFFICE OF COURT ADMINISTRATION, CONTRACT AND PROCUREMENT ADMINISTRATION UNIT (HEREAFTER, OCA-CPA) IS SOLICITING SEALED BIDS FOR THE PURPOSE OF ESTABLISHING AN ESTIMATED QUANTITY TERM CONTRACT TO PROVIDE **NUMBERED STENOGRAPHIC MACHINE PAPER**, IN BOTH RECYCLED AND VIRGIN STOCK FOR VARIOUS COURTS OF THE UNIFIED COURT SYSTEM (HEREAFTER, UCS).

BID DUE DATE:

ALL BIDS MUST BE RECEIVED **ON/BEFORE 2:00PM EST, TUESDAY MARCH 22, 2005** AT OCA/CPA, 42 KARNER ROAD, ALBANY, NY 12205 TO RECEIVE CONSIDERATION.

TERM OF CONTRACT:

A SINGLE CONTRACT WILL BE AWARDED FOR AN INITIAL TWO (2) YEAR PERIOD COMMENCING **MAY 1, 2005 THROUGH APRIL 30, 2007.** THE UCS RESERVES THE RIGHT TO RENEW SUCH CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS **UPON THE SAME TERMS AND CONDITIONS (SEE "PRICE INCREASES")**.

THE UCS FURTHER RESERVES THE RIGHT TO EXTEND THE CONTRACT FOR A PERIOD OF ONE-HUNDRED AND EIGHT (180) DAYS UPON WRITTEN NOTIFICATION TO CONTRACTOR PRIOR TO INITIAL CONTRACT TERMINATION DATE, OR ANY RENEWAL PERIOD THEREOF. SUCH EXTENSION SHALL ALSO BE UPON THE SAME TERMS, CONDITIONS **AND PRICING**. ANY SUCH RENEWAL OR EXTENSION SHALL BE SUBJECT TO APPROVAL BY THE OFFICE OF THE STATE COMPTROLLER (HEREAFTER, OSC).

METHOD OF AWARD:

AWARD SHALL BE MADE BY LOT TO THE LOWEST COST, RESPONSIBLE, **SINGLE** BIDDER DETERMINED TO BE IN COMPLIANCE WITH THIS RFB AND SPECIFICATIONS.

"LOWEST COST" SHALL BE DETERMINED BY CALCULATING THE TOTAL OF THE UNIT PRICE PER CARTON TIMES (X) YEARLY ESTIMATED QUANTITIES FOR VIRGIN AND RE-CYCLED STOCK TIMES (X) TWO (2) YEARS (INITIAL CONTRACT PERIOD) - SEE "BID RESPONSE FORM". IN THE EVENT OF A BIDDER MISCALCULATION, THE UNIT PRICE WILL PREVAIL. PRICING MUST BE PROVIDED FOR

BOTH RECYCLED AND VIRGIN STOCK.

"RESPONSIBLE" SHALL BE DEFINED TO INCLUDE, BUT NOT BE LIMITED TO: COMPLIANCE WITH THE SPECIFICATIONS HEREIN, BIDDER'S PERFORMANCE HISTORY, AVAILABILITY OF PRODUCT, EXPERIENCE WITH COMPARABLE AWARDS/CONTRACTS, PRODUCTION RESOURCES, FINANCIAL STABILITY AND PERFORMANCE OF SAMPLES PROVIDED.

BIDDER MUST MAINTAIN A BUSINESS ESTABLISHMENT WITH ADEQUATE INVENTORIES OF THE SUPPLIES OFFERED, AND MUST BE CAPABLE OF PROCESSING AND SHIPPING LARGE NUMBERS OF ORDERS TO VARIOUS DESTINATIONS.

PRICE:

PRICES QUOTED SHALL BE NET F.O.B. DESTINATION AND INCLUDE FULL INSIDE DELIVERY TO THE EXACT LOCATION(S) INDICATED ON THE PURCHASE ORDER(S). **ALL PRICING SHALL REMAIN FIRM THROUGHOUT THE FIRST YEAR OF THE INITIAL CONTRACT PERIOD.**

PRICE INCREASES:

REASONABLE, NECESSARY AND DOCUMENTED PRICE INCREASE(S) FOR THE **SECOND YEAR** OF THE INITIAL CONTRACT PERIOD, OR ANY **RENEWAL** PERIOD, **WILL BE CONSIDERED** SUBJECT TO THE FOLLOWING:

ONLY THOSE INCREASES APPLICABLE TO MATERIALS AND SUPPLIES WILL BE REVIEWED. INCREASES ASSOCIATED WITH LABOR COSTS WILL BE CONSIDERED ONLY TO THE EXTENT REQUIRED BY THE NEW YORK STATE PREVAILING WAGE RATES AS ISSUED BY THE NYS DEPT. OF LABOR AND,

CONTRACTOR MUST SUBMIT WRITTEN REQUEST FOR INCREASE(S) FORTY-FIVE (45) DAYS PRIOR TO THE END OF THE INITIAL CONTRACT PERIOD ACCOMPANIED BY ANY/ALL SUPPORTING DOCUMENTATION , INCLUDING, BUT NOT LIMITED TO, SUPPLIER('S) NOTIFICATION(S) OF PRICE INCREASE, TO THE ATTENTION OF THE UCS CONTRACT & PROCUREMENT ADMINISTRATOR.

NO PRICE INCREASE WILL BE CONSIDERED FOR ANY EXTENSION PERIOD; PRICING FOR PRIOR CONTRACT TERM, OR RENEWAL THEREOF, SHALL PREVAIL.

PRICE DECREASES:

CONTRACTOR SHALL NOTIFY OCA/CPA IN WRITING WITHIN FIVE (5) BUSINESS DAYS OF ANY PRICE DECREASE(S) WHICH MAY OCCUR THROUGHOUT ANY PERIOD WHICH THE CONTRACT IS IN FORCE. FAILURE OF CONTRACTOR TO DO SO MAY SUBJECT CONTRACTOR TO AN APPROPRIATE ADJUSTMENT PENALTY.

ESTIMATED QUANTITIES:

ANY REQUIREMENTS SPECIFIED IN THIS SOLICITATION CONSTITUTE ESTIMATES **ONLY** AND NO

COMMITMENT OR GUARANTEE TO REACH ANY SPECIFIED VOLUME OF BUSINESS IS MADE OR IMPLIED. ACCORDINGLY, THE AWARD SHALL BE FOR AN **ESTIMATED QUANTITY TERM CONTRACT.**

THE ESTIMATED QUANTITY IS APPROXIMATELY **800** CARTONS OF **RECYCLED** NUMBERED PAPER AND **3700** CARTONS OF **VIRGIN** STOCK NUMBERED PAPER **PER YEAR**. ITEMS MAY BE ORDERED IN SINGLE OR MULTIPLE CARTON QUANTITIES THROUGHOUT THE TERM OF THIS CONTRACT.

DELIVERY:

DELIVERY WILL BE MADE TO SPECIFIC LOCATIONS AS NOTED ON PURCHASE ORDERS. ACCORDINGLY, PURCHASE ORDER(S) WILL BE ISSUED ON AN AS-NEEDED BASIS DIRECTLY BY END-USERS. DELIVERY SHALL BE EXPRESSED IN NUMBER OF CALENDAR DAYS A/R/O NEEDED TO MAKE A DELIVERY AFTER RECEIPT OF A PURCHASE ORDER. **ANY DELIVERY A/R/O GREATER THAN TEN (10) DAYS WILL NOT BE ACCEPTED.**

SAMPLES TO BE SUBMITTED:

SIMULTANEOUS WITH SUBMISSION OF BID, BIDDER MUST PROVIDE OCA/CPA ADMINISTRATOR WITH ONE (1) SAMPLE **CARTON** OF VIRGIN NUMBERED AND ONE (1) SAMPLE **CARTON** OF RECYCLED NUMBERED STENOGRAPHIC PAPER. SAMPLES SHALL BE CLEARLY MARKED ON THE OUTSIDE OF THE PACKAGING WITH THE BIDDER'S NAME, LOT NUMBER AND RFB NUMBER (OCA/CPA-312). **FAILURE TO PROPERLY IDENTIFY SAMPLES MAY BE CAUSE FOR BID DISQUALIFICATION.**

SAMPLES SHALL BE SUBMITTED TO OCA/CPA FREE OF CHARGE AND ENTIRELY AT THE BIDDER'S EXPENSE AND WILL BECOME THE PROPERTY OF THE OFFICE OF COURT ADMINISTRATION. **FAILURE TO SUBMIT SAMPLES BY THE REQUIRED DEADLINE MAY RESULT IN BID REJECTIONS.**

UCS RESERVES THE RIGHT TO CONDUCT SUCH TESTS AS MAY BE DEEMED NECESSARY TO DETERMINE THE SUITABILITY FOR UCS NEEDS, QUALITY, UNIFORMITY AND WORKMANSHIP OF THE PRODUCTS OFFERED AND DELIVERED.

PURCHASE ORDERS:

PURCHASE ORDERS WILL BE ISSUED DIRECTLY TO AWARDED CONTRACTOR BY COURT OR RELATED OFFICE AND SHALL BE BINDING UPON THE CONTRACTOR WHEN PLACED IN THE MAIL TO THE ADDRESS NOTED IN THE AWARD. UNDER NO CIRCUMSTANCES IS AWARDED CONTRACTOR TO SHIP ANY ORDER WITHOUT RECEIPT OF A PURCHASE ORDER - **VENDOR ACCEPTS ALL RISKS IN ACTING OTHERWISE!!**

REQUIRED COPIES:

IN ADDITION TO ALL REQUIRED ORIGINAL RFB DOCUMENTS (EXECUTED RFB FORM, NON-COLLUSIVE BIDDER CERTIFICATE, ACKNOWLEDGMENT, MANUFACTURER'S AFFIDAVITS, BID RESPONSE FORM) AND ANY OTHER REQUIRED DOCUMENTATION, BROCHURES, ETC. **BIDDER MUST INCLUDE THREE (3) COPIES OF ALL SUCH MATERIAL. FAILURE TO PROVIDE SAME MAY RESULT IN DISQUALIFICATION OF BIDDER'S RESPONSE !!**

PLEASE NOTE: ORIGINAL AND COPIES OF THE BID DOCUMENTS, FORMS, BROCHURES, ETC. SHOULD NOT BE SUBMITTED IN A THREE-RING BINDER, OR IN ANY OTHER BOUND FASHION. PLEASE SUBMIT THE ORIGINAL AND COPIES BOUND ONLY BY RUBBER BANDS, CLIPS OR SIMILAR DEVICES.

COMPLETE THE PAPERWORK ON THE FORMS PROVIDED WITH THIS SOLICITATION. UNLESS OTHERWISE SPECIFIED HEREIN, **DO NOT RETYPE OR AMEND** ANY PORTION OF THIS SOLICITATION. **FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF BIDDER'S RESPONSE.**

SUBCONTRACTING:

SUBCONTRACTING IS SUBJECT TO THE UCS CONTRACT & PROCUREMENT ADMINISTRATOR'S APPROVAL AS PER ATTACHMENT I AND BIDDER SHALL BE COMPLETELY RESPONSIBLE FOR ALL SUBCONTRACTOR(S)' PERFORMANCE WITHOUT EXCEPTION.

REFERENCES:

BIDDER SHALL SUBMIT A LIST OF **AT LEAST THREE (3)** BUSINESS AND/OR GOVERNMENTAL ENTITIES TO WHICH BIDDER SUPPLIED STENOGRAPHIC PAPER DURING THE PAST TWO (2) YEARS. FAILURE TO PROVIDE SUCH LIST MAY RESULT IN BID DISQUALIFICATION.

BIDDER'S/CONTRACTOR'S FACILITY:

FOR PURPOSES OF EVALUATION, **BIDDER'S** PROPOSED FACILITIES SHALL BE AVAILABLE FOR INSPECTION. SUBSEQUENT TO THE AWARD, **CONTRACTOR'S** FACILITIES SHALL BE MADE AVAILABLE FOR PERIODIC INSPECTION UPON REQUEST.

CONTRACTOR'S LOGO/ID:

CONTRACTOR'S LOGO OR ANY OTHER MANUFACTURER'S /SUPPLIER'S IDENTIFICATION MAY APPEAR ON THE END USER, FINISHED PRODUCT (I.E. STENOGRAPHIC PADS).

RFB# OCA/CPA-312 **BID OPENING: MARCH 22, 2005**
STENOGRAPHIC MACHINE PAPER **2:00 PM**
NUMBERED - RECYCLED AND VIRGIN STOCK

*** * * DETAILED SPECIFICATIONS * * ***

ESTIMATED QUANTITIES:

NUMBERED VIRGIN STOCK	3700 CARTONS/YEAR
NUMBERED RE-CYCLED STOCK	800 CARTONS/YEAR

DELIVERY LOCATIONS: COURT OPERATIONS THROUGHOUT NEW YORK STATE.

IN ADDITION TO ALL ASPECTS OF THE PRECEDING "GENERAL SPECIFICATIONS", THE FOLLOWING SHALL ALSO APPLY:

THE SUPPLIES FURNISHED TO THE UCS SHALL BE THE SAME AS THOSE WHICH ARE SOLD TO THE GENERAL TRADE UNDER THE SAME BRAND, TRADE-NAME OR NUMBER AND QUALITY. ANY SUBSTITUTIONS SHALL BE REQUESTED IN WRITING AND SUBJECT TO OCA APPROVAL.

PAD SHALL BE A THREE-HUNDRED (300) FOLD PAPER PAD. EACH PAD TO BE FILM WRAPPED FOR USE IN "REPORTER" MODEL STENOGRAPH MACHINE.

PAD CAN ALSO BE SPLIT FOR USE IN "SECRETARIAL" MODEL STENOGRAPH MACHINE.

LOTS SHALL CONFORM TO OR EXCEED APPLICABLE PORTIONS OF FEDERAL SPECIFICATION, COMMERCIAL ITEM DESCRIPTION A-A-56B, DATED MARCH 25, 1994, OR MUST CURRENT VERSION THEREOF.

PACKED FIFTY (50) PADS PER CARTON AND CARTON WEIGHT SHALL NOT EXCEED FIFTY (50) POUNDS.

FOLDS ARE TO BE CONSECUTIVELY NUMBERED.

FIGURES WHEN PRINTED SHALL BE LEGIBLE AND NOT SMEAR.

PLEASE DIRECT ANY INQUIRIES TO:

GLENN R. HARRISON
CONTRACTS & PROCUREMENT ADMINISTRATOR
OFFICE OF COURT ADMINISTRATION
CONTRACT & PROCUREMENT ADMINISTRATION
42 KARNER ROAD
ALBANY, NEW YORK 12205
PHONE: (518) 869-4732 FAX: (518) 869-4735
EMAIL: gharriso@courts.state.ny.us