

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

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

NYS OFFICE OF COURT ADMINISTRATION
Contract & Procurement Unit
25 Beaver Street, R-829
New York, NY 10004

(Agency Name and Address)

Direct Inquiries to: Marie-Claude Ceppi
E-mails: mceppi@nycourts.gov

Bid Number: OCA/JSO-240	Commodity Group:
Opening Date: 11/29/2018 Time: 3:00 pm Issue Date: 11/6/2018	Commodity Name: PRINTING OF CUSTOM AND WINDOW ENVELOPES

Price to include delivery to (describe exact location and method of delivery) All prices to be net and inclusive of all services specified herein unless otherwise specified.

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
<u>UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.</u>	ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.

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:	
		NYS Vendor ID Number:	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number E-mail:	

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DOCUMENT ENCLOSURE CHECKLIST (2 pages)

_____ Pricing Sheet: Exhibit A/Pricing Sheet must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response.

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

_____ UCS Request for Bid/Proposal Form (rfb1.frm) and complete bid response with original signature

_____ Attachment I - Standard Request for Bid Clauses & Forms

p.3 - Non-Collusive Bidding Certificate

p.4 - Acknowledgment of Individual or Corporation

p.5 - Bidder's Certification of work (Printing)

p.6 - Bidder's Certification of Recycled Products

p.7 - Manufacturer's Affidavit of Recycled Content

Attachment II - Not Applicable

_____ Attachment III - Vendor Responsibility Questionnaire

Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, **or**

Paper questionnaire

_____ Attachment IV - Procurement Lobbying forms

Disclosure of Prior Non-Responsibility Determination (UCS 420)

Affirmation of Understanding and Agreement (UCS 421)

_____ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms.

_____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications.

_____ List of a minimum of three (3) references

_____ Three (3) complete photocopies of original bid response

_____ Signed Document Enclosure Checklist

_____ Proprietary information in separate folder from bid response, if applicable

In addition, bidder shall provide:

_____ Bidder's contact name and required information.

_____ Account Manager's contact information, including business address, phone number(s) and email address.

_____ Bidders responses must provide a narrative of and document their ongoing current experience (minimum 3 years) in providing the full range of services contained in this RFP's specifications or their responses may be rejected.

_____ Bidder's samples: three (3) samples of each type of envelope.

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IMPORTANT:

1. 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.
2. Exhibit A/Pricing Sheet and the other forms listed above must all have the SAME COMPANY NAME AND TAX ID NUMBER in order for a purchase order or contract to be approved by the NYS Comptroller.
3. **Do not alter this solicitation in any manner. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.**
4. Please note that the terms and conditions of this RFB will form the basis of the contract with the awarded vendor.
5. **Please verify that all required documents are included before signing.**

COMPANY NAME:

AUTHORIZED OFFICER'S NAME AND TITLE:

SIGNATURE: _____ DATE: _____

PRINTING OF CUSTOM AND WINDOW ENVELOPES**I. PURPOSE AND SCOPE**

The New York State Office of Court Administration (hereafter "OCA"), on behalf of the OCA Division of Court Operations, Jury Support Office (hereafter "OCA/JSO"), is soliciting sealed bid/proposals for the purpose of awarding a single contract to print and deliver custom and window envelopes.

II. BID RESPONSE SUBMISSION**Bidder's Contact Name and Required Information**

Bidder shall designate, in its bid response, a staff member as primary contact for all questions OCA may have regarding bidder's bid response. Bidder must include in its bid response all forms and documents listed on the Document Enclosure Checklist.

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be clearly addressed and submitted to:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration
25 Beaver Street, R-829
New York, NY 10004

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

Deliver immediately to Marie-Claude Ceppi R-829
Sealed bid - Do not open
RFB# OCA/JSO-240 due **November 29, 2018 at 3:00 p.m**

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 **November 29, 2018 at 3:00 pm** at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

PRINTING OF CUSTOM AND WINDOW ENVELOPES**No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, 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: RFB# OCA/JSO-240. No-bid letters may be sent by email to mceppi@nycourts.gov. Please indicate in "Subject" field: RFB# OCA/JSO-240 – No-Bid.

Questions

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

Marie Claude Ceppi
mceppi@nycourts.gov

Please indicate in "Subject" field: "RFB# OCA/JSO-240 - Question(s)."

The deadline to submit questions is **November 15, 2018 before 5:00 pm.** A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at www.nycourts.gov/admin/bids under RFB# OCA/JSO-240.

IMPORTANT: All questions regarding this solicitation must be in writing by email 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 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.

Information to be included in bidder's bid response:

- Bidder's contact name and required information.
- Account Manager's contact information, including business address, phone number(s) and email address.
- Bidders responses must provide a narrative of and document their ongoing current experience (minimum 3 years) in providing the full range of services contained in this RFP's specifications or their responses may be rejected.
- Bidder's samples: three (3) samples of each type of envelope.

PRINTING OF CUSTOM AND WINDOW ENVELOPES**III. AWARD****Term of Award**

A single estimated quantity term contract (“Contract”) will be awarded for an Initial Term of two (2) years (“Initial Term”). The estimated start date of the contract is on or about February 1, 2019. OCA reserves the right to renew such Contract for three (3) additional one (1) year periods (each, a “Renewal Term”) upon the same terms and conditions excluding pricing.

OCA further reserves the right to extend the Contract for a period not to exceed one hundred and eighty (180) days, upon written notification to Vendor prior to the expiration date of the Initial Term or the First, Second or Third Renewal Terms, upon the same terms and conditions including pricing as the preceding Term. The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the NYS Comptroller.

Method of Award

A single contract will be awarded 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 total cost of all estimated services to be performed for the initial two (2)-year term of the contract/ “Grand Total Price for Initial 2-year Term”, as indicated by bidders in the Exhibit A/Pricing Sheet.

Inspection of Bidder’s/Vendor’s Facilities

The UCS/OCA reserves the right to inspect bidder’s proposed facilities, as part of the bid evaluation. Subsequent to award, Vendor’s printing facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

IV. PRICING**Pricing**

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation, including delivery costs and all costs associated with the printing process (set-up charges, artwork, corrections to proofs, etc.) No additional charges will be allowed. Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a cost per unit basis (price per carton, 1,000 envelopes per carton) and compute all price extensions listed in the Exhibit

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A/Pricing Sheet. In the event of a bidder's miscalculation, the unit price will prevail and UCS reserves the right to make mathematical corrections based on unit price(s.) Pricing will remain unchanged for the initial two (2)-year term of the contract.

See Exhibit A/Pricing Sheet and Exhibit B/Scope of Services.

Price Adjustments

Pricing shall remain unchanged for the initial two (2) year term of the contract. Pricing shall be subject to increase as of the commencement date of each Renewal Term by the percentage equal to the lesser of: (i) the increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. Cities Average; All items; not seasonally adjusted, 1982-1984 = 100 reference base ("CPI") as of the third month prior to the commencement date of each such Renewal Term, over the CPI as of the third month prior to the commencement date of the immediately prior term of the Agreement, or (ii) five percent (5%). Pricing shall thereafter remain unchanged for the balance of each such term, and shall further remain unchanged during any extension term of the Agreement.

Vendor shall deliver written notice containing proper documentation supporting any proposed price increase to UCS at least ninety (90) days/three months prior to the scheduled commencement date of any of the Renewal Terms. If the request for a price increase is not received by OCA at least ninety (90) days/three months prior to the scheduled commencement date of any of the Renewal Terms, the request may be denied.

Billing

Vendor shall send true and accurate invoices on a monthly basis by email to Jessica Simard, Principal Management Analyst at JSIMARD@nycourts.gov or such other person or email address as UCS/OCA shall designate.

Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by Vendor and approval by UCS of invoices satisfactory to UCS and OSC.

V. PROGRAM REQUIREMENTS**Bidder's Qualifications**

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

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Bidders must be capable of manufacturing, printing and delivering large numbers of orders on an as-needed basis.

Samples

Hard-copy samples of all envelopes specified in this solicitation, with the UCS Seal, text and graphics, will be available upon request by email to mceppi@nycourts.gov. See also Exhibit C/Sample Envelopes.

Bidder shall include in its response three (3) samples of each type of envelope described in the Detailed Specifications. Samples shall be clearly marked with Bidder's name and RFB # OCA/JSO-240. Samples shall be provided at no cost to OCA and they will not be returned.

VI. MISCELLANEOUS

Subcontracting

Subcontracting and any other transfer of any duties or obligations to be performed hereunder will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, 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 UCS to the subcontractors named in the bidder's proposal.

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

Exhibits

Exhibit A/Pricing Sheet

Exhibit B/Scope of Services

Exhibit C/Sample Envelopes

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VII. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS**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) and Affirmation of Understanding and Agreement (UCS 421) 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 Vendor 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 Vendor'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 a paper questionnaire and submit it with their proposal.

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor Identification Number.) For VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

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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. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/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.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

3. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this bid document.

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the Vendor. Once the process is initiated, Vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management/.

Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under "Current Solicitations" shall remain solely and

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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 electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420 and Affirmation of Understanding and Agreement UCS 421; proof of Workers' Compensation and Disability Benefits insurance coverage (See "Insurance Requirements"); 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.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as UCS/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.

Estimated Quantities

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

Compliance with Laws

Vendor(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.

PRINTING OF CUSTOM AND WINDOW ENVELOPES**Independent Vendor Status**

It is expressly understood and agreed that the Vendor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the Vendor is an employee of the UCS, OCA or State of New York. The Vendor 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 Vendor 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 Vendor or any of its employees or subcontractors.

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 bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect, or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

UCS 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.

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 responsibility.

PRINTING OF CUSTOM AND WINDOW ENVELOPES**Clarification/Correction of Bids/Proposals**

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

References

Each bidder must provide at least three (3) references, other than UCS, including the company/agency name, complete address, contact name, title, telephone number and email address, for whom the bidder has provided similar services at any time during the past three (3) years.

Indemnity

Vendor 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) Vendor'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 Vendor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) Vendor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

Unified Court System Self-Insurance

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

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Insurance Requirement

Vendor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expense:

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. **Each vendor 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.** Vendor 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. See Workers' Compensation Board website at <http://www.wcb.ny.gov> under "Forms" for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers' Compensation Board

Bureau of Compliance

(518) 462-8882

(866) 298-7830

Only the following forms will be accepted:

Proof of Workers' Compensation Coverage

- **Form C-105.2** - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - Certificate of Workers' Compensation Self-Insurance; or
- **Form GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

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On forms that have a space for a certificate holder to be listed, the carrier must enter:

NYS Unified Court System
Office of Court Administration
25 Beaver Street, Room 829
New York, NY 10004

The insurance carrier will notify the certificate holder if a policy is canceled.

Please note: An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

For additional information regarding worker's compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov> under "Employers/Businesses."

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
Contractual and 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.

Confidentiality and Data Security

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

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by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder nor any of its employees, servants, Vendors, 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 UCS. 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 UCS and may subject the bidder to further penalties.

Vendor 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.

Any and all material and documents, records and any other data or information developed by Vendor, or any person or entity acting on behalf of Vendor, remains the sole property of the UCS.

Vendor is prohibited from maintaining files and records provided to or generated by Vendor in a mobile or portable device. In addition, Vendor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

Bidder Confidential/Proprietary Information

If applicable, 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 UCS. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure 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.

Financial Stability

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

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the Vendor both being declared non-responsible

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by the UCS/UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the Vendor's removal from the UCS/UCS/OCA's bidders list for future solicitations.

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 the Specifications

The apparent silence of the specifications contained as 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.

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EXHIBIT A/PRICING SHEET (2 pages)

Do not alter this Pricing Sheet in any manner. Any changes, deletions, or additions may result in the rejection of the bid as non-responsive. Bidder shall quote a price per carton. One carton contains 1,000 envelopes.

A. Custom Double Window Envelopes #10: total 16,300,000 per year

A.1. Custom Double Window Envelope #10 with indicia – 16,150,000 per year – 1,000 per carton.

A.2. Custom Double Window Envelope # 10 without indicia – 150,000 per year – 1,000 per carton.

	Price per carton	Estimated annual quantity of cartons	Estimated annual price		Estimated annual price for initial contract term (2 years)
A.1. with indicia	\$ _____	16,150	\$ _____	X 2	\$ _____
A.2. without indicia	\$ _____	150	\$ _____	X 2	\$ _____
			Total A (A.1. + A.2.)		\$ _____

B. Single Window Envelope #9 – 16,000,000 – JUROR QUESTIONNAIRE

B.1. Single Window Envelope #9: WHITE – 8,000,000 per year – 1,000 per carton.

B.2. Single Window Envelope #9: BLUE – 8,000,000 per year – 1,000 per carton.

	Price per carton	Estimated annual quantity of cartons	Estimated annual price		Estimated annual price for initial contract term (2 years)
B.1. WHITE	\$ _____	8,000	\$ _____	X 2	\$ _____
B.2. BLUE	\$ _____	8,000	\$ _____	X 2	\$ _____
			Total B (B.1. + B.2.)		\$ _____

GRAND TOTAL PRICE FOR INITIAL 2-YEAR TERM (TOTAL A. + B.)		\$ _____
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BID OPENING DATE: November 29, 2018 at 3:00 pm

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Exhibit A/Pricing Sheet – p.2

Bidder's Name:

Authorized Officer's Name and Title:

Signature and Date:

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EXHIBIT B/SCOPE OF SERVICES

Purpose and Scope

Vendor shall, during the term of the Agreement, print custom and window (single and double) envelopes as specified below.

Proofs

Within three (3) days of receiving a purchase order, the awarded vendor shall submit a proof of each type of envelopes ordered by email to:

Jessica Simard
Principal Management Analyst
JSIMARD@nycourts.gov

Corrections to Proofs

OCA/JSO may make corrections to an initial proof as well as alterations to approved proofs when the UCS makes modifications to the existing text.

The Vendor shall then be required to produce as many additional proofs as needed until OCA/JSO signs off on the proof.

Batch of 50 envelopes

After proof sign-off by OCA/JSO and before printing the quantities of envelopes specified on a purchase order, the awarded vendor must submit a batch of fifty (50) envelopes of each type of envelope ordered to:

Jessica Simard
Principal Management Analyst
NYS Office of Court Administration
Department of Technology
125 Jordan Road
Troy, NY 12180

Additional batches of 50 envelopes may be requested by OCA/JSO and shall be provided by awarded vendor until OCA/JSO is satisfied with the printed product and gives the Vendor its written approval to proceed with printing.

PRINTING OF CUSTOM AND WINDOW ENVELOPES**Transmission of the UCS Seal, Text, Graphics and NYSID Postage Indicia**

The UCS Seal, all text and graphics, and the NYSID postage indicia to be printed on the envelopes will be transmitted electronically to the awarded vendor.

Artwork, Negatives and Electronic File(s)

All artwork, negatives and electronic file(s) created by the awarded vendor for the performance of the contract are the property of UCS/OCA. Vendor shall not use the UCS Seal, artwork, negatives, text and graphics [collectively, the UCS Artwork] for any purpose other than providing the services to UCS that are the subject of this RFB and the resulting contract. All tangible copies of the UCS Artwork shall, at the direction of UCS, either be destroyed or returned to UCS, and electronic copies of the UCS Artwork shall be permanently deleted from Vendor's computers, within thirty (30) days after the termination of the contract.

Printing and Delivery

- Vendor shall be required to accept and produce any orders placed within the contract period as defined above. Orders will be placed on an as-needed basis, just-in-time (JIT) basis. Vendor will print and deliver the quantities specified on each purchase order and deliveries will be made to NYSID, 63 Karner Road, Albany, NY 12205 or such other location as may be directed by OCA/JSO.
- After OCA/JSO signs off on the proof(s) and gives its final approval in writing to the batch(es) of 50 printed envelopes submitted to OCA/JSO for its review, Vendor shall proceed with printing and delivering the order. The delivery of the order shall take place no later than fifteen (15) days after Vendor's receipt of OCA/JSO's final approval in writing, or the delivery may be refused by the UCS.
- Envelopes shall be delivered packaged one thousand (1,000) per carton, in boxes on pallets.

Envelopes will be delivered by Vendor FOB destination.

Recycled Paper

All envelopes are to be printed on recycled paper. Please see Attachment I, pp. 2, 5, 6 and 7 of 10 for more information.

PRINTING OF CUSTOM AND WINDOW ENVELOPES**Vendor Information**

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

All envelopes:

- Vendor will be provided with the UCS seal solely for printing these envelopes.
- All envelopes to be printed on recycled paper.
- UCS seal and copy must be printed in black as per attached, scanned samples.
- UCS seal and copy must be printed in black ink - flexo, as per attached, scanned samples.
- Packed one thousand (1,000) envelopes per carton, in boxes on pallets.
- Material, construction, placement of windows and UCS seal as per attached, scanned samples.
- The UCS seal, all text, graphics and windows must be printed from the electronic file which will be sent to the awarded vendor, and they must match OCA's attached, scanned samples.

Custom Double Window Envelope:

- # 10 4 1/8" x 9 1/2"
- Paper: offset white, 24 lb, gummed flaps, diagonal seams. UCS seal to be printed below the left side window.
- "OFFICIAL BUSINESS - OPEN IMMEDIATELY" shall be printed above right side window.
- Window dimensions:
- Left side window: 1 1/8" x 3 1/4" Right side window: 1 1/4" x 3 1/2"
- NYSID postage indicia to be printed in the top right hand corner on 16,150,000 envelopes (an additional 150,000 envelopes will NOT have the indicia.)

Juror Questionnaire Envelope with Single Window:

- # 9 3 7/8" x 8 7/8"
- Paper: OKO 24/Sub 24 blue wove and "white"
- Open side blue wove: 2 side seams, 1 1/4" square flap, gummed flaps, folded
- Open side: white - gummed flaps, diagonal seams
- Single, poly window on face: 1 1/8" x 3 9/16"
- 2 15/16" from left and 12/16" from bottom
- Return address: top left, 3 lines
- UCS seal to be printed below return address
- "JUROR QUESTIONNAIRE" printed in bold capital letters below UCS seal.

PRINTING OF CUSTOM AND WINDOW ENVELOPES

Estimated Quantities

Annual:

- The total estimated quantity per year is 32,300,000 million, split as follows:
- Custom double window envelopes - #10:
 - With indicia: approximately 16,150,000 envelopes, or 16,150 cartons of one thousand (1,000) envelopes each.
 - Without indicia: approximately 150,000 envelopes, or 150 cartons of one thousand (1,000) envelopes each.
- Custom Single Window Envelopes #9/ "Juror questionnaire"
Total 16,000,000 envelopes; white and blue;
 - White: 8,000,000 envelopes.
 - Blue: 8,000,000 envelopes.
 - 8,000 cartons of one thousand (1,000) envelopes each color.

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BID OPENING DATE: November 29, 2018 at 3:00 pm

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EXHIBIT C/SAMPLE ENVELOPES

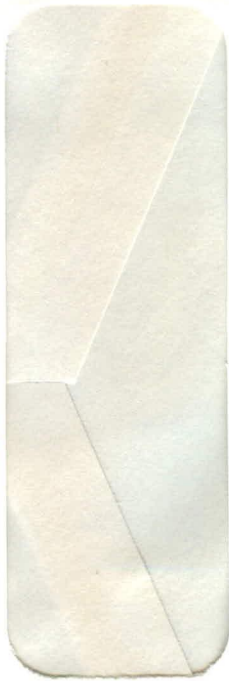
See PDF document below.

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
N.Y.S. U.C.S.

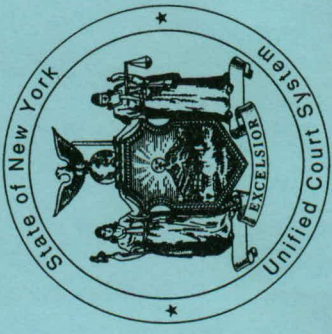


OFFICIAL BUSINESS-OPEN IMMEDIATELY





JUROR QUESTIONNAIRE



JUROR QUESTIONNAIRE