

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 ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NY 12205**
 (Agency Name and Address)

Direct Inquiries to: **BETTY FALTERMEIER**
 Telephone No.: **(518) 869-4732**

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

Per RFP Specifications

Bid Number: OCA/CPA- 283	Commodity Group:
Opening Date: 09/16/03 Time: 11:00 AM	Commodity Name: JUROR HANDBOOKS & DATA CARDS

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

<p>Agency's Specification of item(s) Required (include quantities)</p> <p>UCS ATTACHMENT I ATTACHED & INCORPORATED HEREIN.</p> <p>ESTIMATED QUANTITY TERM CONTRACT FOR THE PRODUCTION AND DELIVERY OF JUROR HANDBOOKS AND INFORMATION CARDS</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p>ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM.</p>
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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	

**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: _____

ATTACHMENT I

ACKNOWLEDGMENT OF INDIVIDUAL

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

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 _____)
COUNTY OF _____) **SS:**

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	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

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.07/01/03)

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 CHECK IF
NYS WASTE STREAM APPROVED 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: _____

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).

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 of 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.

***** GENERAL SPECIFICATIONS *****

RFB# OCA/CPA-283

BID OPENING: SEPTEMBER 16, 2003

JUROR HANDBOOKS & DATA CARDS

11:00 AM

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 UNIFIED COURT SYSTEM (HEREAFTER UCS) OFFICE OF COURT ADMINISTRATION, CONTRACT & PROCUREMENT ADMINISTRATION (HEREAFTER "C&PA") IS SOLICITING SEALED BIDS ON BEHALF OF THE OCA - OFFICE OF COURT RESEARCH (HEREAFTER OCA-OCR) FOR THE PURPOSE OF ESTABLISHING A SINGLE ESTIMATED QUANTITY TERM CONTRACT COVERING THE PRODUCTION OF JUROR HANDBOOKS AND INFORMATION CARDS.

TERM OF CONTRACT:

A SINGLE CONTRACT WILL BE AWARDED FOR AN INITIAL PERIOD OF ONE (1) YEAR, COMMENCING NOVEMBER 1, 2003 THROUGH OCTOBER 31, 2004. THE UCS RESERVES THE RIGHT TO RENEW SUCH CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIOD **UPON THE SAME TERMS AND CONDITIONS**. THE UCS FURTHER RESERVES THE RIGHT TO EXTEND THE CONTRACT FOR A PERIOD OF NINETY (90) DAYS. ANY SUCH RENEWAL OR EXTENSION SHALL BE SUBJECT TO APPROVAL BY THE OFFICE OF THE STATE COMPTROLLER (HEREAFTER, OSC).

REQUIRED COPIES:

IN ADDITION TO ALL REQUIRED ORIGINAL RFB DOCUMENTS (EXECUTED RFB FORM, ALL APPLICABLE ATTACHMENT I FORMS, BID RESPONSE FORM) AND ANY OTHER REQUIRED DOCUMENTATION, BROCHURES, ETC. **BIDDER MUST INCLUDE FOUR (4) COPIES OF ALL SUCH MATERIAL. FAILURE TO PROVIDE SAME MAY RESULT IN DISQUALIFICATION OF BIDDER'S RESPONSE!!** ORIGINAL AND COPIES OF THE BID PACKET SHOULD NOT BE SUBMITTED IN A THREE-RING BINDER, OR ANY OTHER BOUND FASHION. PLEASE SUBMIT THE ORIGINAL AND COPIES BOUND 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.**

LIABILITY - PERSONAL INJURY:

AWARDED CONTRACTOR SHALL HOLD HARMLESS THE STATE OF NEW YORK, THE UNIFIED COURT SYSTEM AND THE OFFICE OF COURT ADMINISTRATION WITH RESPECT TO ANY INJURIES SUSTAINED BY CONTRACTOR'S EMPLOYEES, AGENTS, SUBCONTRACTORS, ETC. DURING THE CONTRACT PERIOD.

METHOD OF AWARD:

AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE SINGLE BIDDER DETERMINED TO BE IN COMPLIANCE WITH THIS RFB AND SPECIFICATIONS.

LOWEST DOLLAR COST SHALL BE DETERMINED BY THE GRAND TOTAL, WHICH IS THE SUM OF THE PRICE/M TIMES (X) ESTIMATED QUANTITY FOR EACH LOT. IN THE EVENT OF A BIDDER MISCALCULATION, THE UNIT PRICE/M WILL PREVAIL.

"RESPONSIBLE" SHALL BE DETERMINED BY, BUT NOT LIMITED TO, COMPLIANCE WITH THESE SPECIFICATIONS, REFERENCES, PAST PERFORMANCE HISTORY, FINANCIAL STABILITY AND ANY OTHER CRITERIA NECESSARY AND REASONABLE TO ESTABLISH BIDDER RELIABILITY.

REFERENCES:

BIDDERS MUST PROVIDE AT LEAST THREE REFERENCES INCLUDING: COMPANY/AGENCY NAME, COMPLETE ADDRESS, CONTACT NAME, TITLE AND TELEPHONE NUMBER.

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.

PRICE:

PRICES QUOTED SHALL BE **PER THOUSAND (M) AND NET F.O.B. DESTINATION AND INCLUDE FULL INSIDE DELIVERY** TO THE EXACT LOCATION INDICATED ON THE PURCHASE ORDER(S). IT SHALL BE INCLUSIVE OF ALL REQUIREMENTS AND SERVICES CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO PAPER, PRINTING, PLATES AND NEGATIVES (IF APPLICABLE) WHICH SHALL BECOME THE PROPERTY OF THE NYS UNIFIED COURT SYSTEM, ASSEMBLY, INK, ETC. EXCEPT AS SPECIFIED HEREIN. **IMPORTANT:** ALL PLATES AND NEGATIVES ARE CONSIDERED THE PROPERTY OF THE NEW YORK STATE JUDICIARY AND AT OCA-OCR'S OPTION SHALL BE RELINQUISHED WITHOUT COSTS UPON COMPLETION

OF ALL WORK AND DELIVERIES. PLATES AND NEGATIVES FROM THE PREVIOUS CONTRACT WILL BE PROVIDED TO THE AWARDED VENDOR, HOWEVER NO GUARANTEE IS STATED OR IMPLIED REGARDING THEIR APPLICABILITY FOR THE CURRENT SOLICITATION.

ALL PRICING SHALL REMAIN FIRM THROUGHOUT THE INITIAL CONTRACT PERIOD AND EXTENSIONS THEREOF EXCEPT AS MAY OTHERWISE BE REQUIRED BY THE NEW YORK STATE DEPT. OF LABOR PREVAILING WAGE RATES.

PRICE INCREASES:

REASONABLE, NECESSARY AND DOCUMENTED PRICE INCREASES FOR MATERIALS AND SUPPLIES OR OTHER COSTS BEYOND CONTRACTOR'S CONTROL **WILL BE CONSIDERED** FOR ANY RENEWAL PERIOD SUBJECT TO THE FOLLOWING:

1. ONLY THOSE INCREASES APPLICABLE TO MATERIALS AND SUPPLIES WILL BE REVIEWED. NO INCREASES FOR LABOR WILL BE ALLOWED, EXCEPT AS MAY BE REQUIRED BY THE NEW YORK STATE DEPT. OF LABOR- PREVAILING WAGE RATES.
2. CONTRACTOR MUST SUBMIT WRITTEN REQUEST FOR CONSIDERED INCREASE(S) FORTY-FIVE (45) DAYS PRIOR TO THE END OF THE INITIAL CONTRACT PERIOD ACCOMPANIED BY ANY/ALL SUPPORTING DOCUMENTATION TO THE ATTENTION OF THE UCS CONTRACT & PROCUREMENT ADMINISTRATOR.

PRICE RE-NEGOTIATION:

AS STATED PREVIOUSLY, ANY AWARDED CONTRACT SHALL BE FOR ESTIMATED QUANTITIES. OCA/CPA RESERVES THE RIGHT TO RE-NEGOTIATE CONTRACT PRICE(S) SHOULD ACTUAL ORDER AMOUNTS EXCEED TWENTY PERCENT (20%) OF ESTIMATED AMOUNTS STATED HEREIN.

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. ACCORDINGLY, THE AWARD SHALL BE FOR AN **ESTIMATED QUANTITY TERM CONTRACT**.

ACTUAL ORDER QUANTITIES SHALL BE AS SET FORTH IN THE "DETAILED SPECIFICATIONS" INCORPORATED HEREIN. THE JUROR HANDBOOK AND INSERT CARD DISTRIBUTION LIST (APPENDIX B) HAS BEEN ATTACHED FOR INFORMATIONAL PURPOSES ONLY. QUANTITIES NOTED ARE **ESTIMATES** ONLY AND NO GUARANTEE IS EXPRESSED OR IMPLIED.

PROOFS & DELIVERIES:

UPON CONTRACT AWARD, THE CONTRACTOR WILL RECEIVE PURCHASE ORDERS AND SPECIFIC COPY. THE CONTRACTOR WILL THEN PREPARE AND DELIVER A FIRST PROOF OF THE "JUROR HANDBOOK" AND "INFORMATION CARD" TO OCA-OCR WITHIN THE TIME PERIOD STATED ON THE BID RESPONSE FORM. OCA-OCR SHALL HAVE THE RIGHT TO MAKE ANY COPY MODIFICATIONS OR CORRECTIONS TO THE FIRST PROOF WITHOUT ANY ADDITIONAL CHARGES. AFTER THE SECOND PROOF IS DELIVERED (PER BID RESPONSE FORM), THE LOCATION MAY MAKE CORRECTIONS TO THE TEXT WITHOUT ANY ADDITIONAL CHARGES. ANY MODIFICATIONS AFTER THE SECOND PROOF MAY SUBJECT OCA-OCR TO SUCH ADDITIONAL CHARGES BY THE CONTRACTOR AS MAY BE APPROPRIATE AND REASONABLE (SUBJECT TO REVIEW AND APPROVAL BY OCA-CPA). UPON RETURN OF SECOND PROOF, CONTRACTOR MUST DELIVER THE FINAL PRODUCTS WITHIN THE TIME PERIOD SPECIFIED IN THE "DETAILED SPECIFICATIONS" AS "PRINTING AND DELIVERY SCHEDULE FOR BOOKLET AND INFO CARD". **FAILURE TO DO SO MAY RESULT IN THE APPLICATION OF A ONE PERCENT (1 %) REDUCTION OF THE CONTRACTOR'S INVOICE FOR EVERY DAY THE DELIVERY IS LATE.** DELIVERY SHALL BE TO THE EXACT LOCATION NOTED ON THE ATTACHED "JUROR HANDBOOK AND INSERT CARD DISTRIBUTION LIST". **DELIVERY TIME MAY BE A FACTOR IN DETERMINING THE SUCCESSFUL BIDDER.**

PAYMENTS:

UPON RECEIPT OF TRUE AND ACCURATE INVOICE(S), PAYMENTS WILL BE PROCESSED AS ITEMS ARE DELIVERED AND ACCEPTED.

CONTRACTOR IDENTIFICATION:

THE AWARDED CONTRACTOR'S LOGO, TRADEMARK OR ANY OTHER IDENTIFYING INFORMATION (EXCEPT PRINTING UNION LOGO, IF APPLICABLE) **MUST NOT APPEAR ON ANY PORTION OF THE FORM.**

ORDER COMMUNICATION:

ANY AND ALL CORRECTIONS, CHANGES, CLARIFICATIONS, ETC. COMMUNICATED BETWEEN THE OCA-OCR AND THE CONTRACTOR MUST BE IN WRITING. **CONTRACTOR WILL ASSUME ALL RISKS IF ACTING OTHERWISE.**

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.

DETAILED SPECIFICATIONS

FOLLOWING ARE THE DETAILED AND TECHNICAL SPECIFICATIONS GOVERNING THE PRODUCTION OF JUROR'S HANDBOOKS AND INFORMATION CARDS.

NOTE: SAMPLES PROVIDED ARE FOR INFORMATIONAL PURPOSES ONLY. ACTUAL REQUIREMENTS ARE DETERMINED BY THE SPECIFICATIONS CONTAINED HEREIN.

JUROR HANDBOOK:

PRINTING OF APPROXIMATELY 600,000 COPIES OF THE UCS JUROR HANDBOOK CONSISTING OF APPROXIMATELY 32 PAGES (8 - SHEETS, 8-1/2" X 11") INCLUDING COVER. A SAMPLE HANDBOOK IS ENCLOSED **WHICH MAY NOT REFLECT SPECIFIED STOCK FOR THIS PRINTING.**

ALSO, ACTUAL TEXT MAY CHANGE.

SIZE: 4-1/4" X 11" (HIGH) PRE-TRIMMED

STOCK: TEXT INTERIOR - 28 PAGES, 70 LB. FINCH OPAQUE OFFSET CREAM, VELLUM FINISH, RECYCLED STOCK.

COVER - 4 PAGES, 65 LB. FINCH OPAQUE COVER CREAM, VELLUM FINISH, RECYCLED STOCK

PRINTING: INTERIOR - CONTAINS FIVE (5) DUOTONES. ONE DUOTONE IS A TWO PAGE/TWO SHEET SPREAD THAT BLEEDS TWO SIDES ON EACH PAGE/SHEET. THE OTHER FOUR (4) PHOTOS ARE SINGLE PAGE PHOTOS THAT BLEED TOGETHER AT INSIDE FOLD.

INTERIOR COVERS - NO PRINTING ON INSIDE COVERS.

EXTERIOR COVERS - CONTAIN TWO (2) DRAWINGS (ONE PER COVER) THAT EACH BLEED ON THREE (3) OUTER EDGES AND BLEED TOGETHER AT COVER FOLD. ENTIRE COPY BACKED UP AS INDICATED ON SAMPLE AND/OR INSTRUCTIONS.

COLOR: TWO COLOR PRINTING. BLACK AND ONE ADDITIONAL PMS COLOR (DUOTONE) AS INDICATED IN SAMPLE.

BINDING: SADDLE STITCHED.

COPY FINAL TEXT, PHOTOGRAPHS AND DRAWINGS WILL BE PROVIDED TO AWARDED CONTRACTOR IN "SYQUEST" DISC FORMAT (QUARK EXPRESS).

NOTE: AWARDED CONTRACTOR MUST FURNISH COMPLETE SET OF BLUE LINE PROOFS AND ONE COLOR KEY WHICH WILL BE REVIEWED **AND RETURNED WITHIN 72 HOURS OF RECEIPT.**

PRINTING &

DELIVERY: INITIAL PRINTING AND DELIVERY OF APPROXIMATELY 200,000 BOOKLETS WITHIN 6 WEEKS OF SIGN-OFF OF FINAL PROOF BY OCA-OCR.

TWO (2) ADDITIONAL RE-PRINTINGS OF APPROXIMATELY 200,000 BOOKLETS, EACH TO BE DELIVERED PER AWARDED CONTRACTOR'S STATED TIME FRAME.

PACK: MINIMUM OF 400 BOOKLETS PER CARTON, BUT NOT TO EXCEED THIRTY (30) POUNDS. EACH CARTON MUST BE CLEARLY LABELED, "JUROR HANDBOOK - 2004" AND QUANTITY.

JUROR INFORMATION CARD:

PRINTING OF APPROXIMATELY 600,000 COPIES OF "JUROR INFORMATION CARD" (A SAMPLE CARD MAY BE FOUND IN SAMPLE HANDBOOK). CARDS WILL BE INSERTED IN "JUROR HANDBOOK BY COURT PERSONNEL.

SIZE: 4-1/4" X 11"

STOCK: SAME AS "COVER" FOR "JUROR HANDBOOK" (65 LB. FINCH OPAQUE COVER CREAM - VELLUM FINISH, RECYCLED STOCK).

COLOR: ONE (1) COLOR, TEXT.

PRINTING: TWO (2) SIDES CONSISTING OF APPROXIMATELY SEVENTY (70) VERSIONS (ONE FOR EACH JURY OPERATION IN NYS). APPROXIMATELY SIXTY - SIX (66) WITH COMMON BACK WITH THREE (3) BLEEDS AND ONE SIDE INFORMATION - COUNTY SPECIFIC. APPROXIMATELY FOUR (4) **WITH NO COMMON BACK AND INFORMATION ON BOTH SIDES** - NO BLEEDS.

COPY: FINAL COPY WILL BE PROVIDED TO AWARDED CONTRACTOR IN "SYQUEST" DSC FORMAT (QUARK EXPRESS).

NOTE: AWARDED CONTRACTOR MUST FURNISH COMPLETE SET OF BLUE LINE PROOFS WHICH WILL BE REVIEWED AND **RETURNED WITHIN 72 HOURS OF RECEIPT.**

PACK: CARDS MUST BE BUNDLED AND SHRINK-WRAPPED BY INDIVIDUAL LOCATION (UP TO 70 DIFFERENT LOCATIONS). CARTON MAY NOT EXCEED 30 POUNDS AND BE CLEARLY LABELED, "JUROR INFORMATION CARDS" WITH RESPECTIVE LOCATION AND QUANTITY NOTED.

PRINTING &

DELIVERY: PRINTING UP TO SEVENTY (70) VERSIONS TOTALING APPROXIMATELY 200,000 FOR EACH OF THREE (3) PRINTINGS (3 X 200,000 = ESTIMATED 600,000 TOTAL).

NOTE: MULTIPLE ORDERS OF APPROXIMATELY 200,000 CARDS MAY BE PLACED SIMULTANEOUSLY.

COPY CHANGES: IN THE EVENT OF ANY REQUIRED TEXT CHANGES WITH RESPECT TO “JUROR HANDBOOK” OR “JUROR INFORMATION CARD” SUBSEQUENT TO INITIAL PRINTING, CONTRACTOR MAY SUBMIT REASONABLE BILLING FOR ADDITIONAL SET-UP CHARGES, PLATES, FILM PRORATED AND BASED ON CONTRACTOR’S ORIGINAL BID PRICING.

PRINTING & DELIVERY SCHEDULE FOR BOOKLET AND INFO CARD:

INITIAL PRINTING AND INSIDE DELIVERY TO BE WITHIN SIX (6) WEEKS OF PROOF APPROVAL.

INSIDE DELIVERY OF SECOND PRINTING TO BE WITHIN SIXTEEN (16) WEEKS OF INITIAL PRINTING AND DELIVERY.

INSIDE DELIVERY OF THIRD PRINTING TO BE WITHIN SIXTEEN (16) WEEKS OF SECOND PRINTING AND DELIVERY.

TYPE STYLES:

ALL TYPE STYLES AND SIZES WILL BE PER SAMPLES.

COMPOSITION:

ALL COMPOSITION IS TO BE SET. CAMERA READY COPY WILL ONLY BE FURNISHED FOR THE SEAL OF THE UNIFIED COURT SYSTEM.

BID RESPONSE FORM

NOTE: ALL STOCK TO BE IN PRODUCTION OF THIS COMMODITY TO BE RECYCLED - SEE "DETAILED SPECIFICATIONS"

ITEM	PRICE/M		EST. QTY.	EXTENSION
JUROR HANDBOOK	\$ _____ /M	X	600,000	= \$ _____
JUROR INFO CARD	\$ _____ /M	X	600,000	= \$ _____
GRAND TOTAL:				\$ _____

NOTE: ABOVE "JUROR HANDBOOK" PRICING IS TO BE BASED ON INITIAL 32 PAGES. HOWEVER, THE COUNT MAY CHANGE IN SUBSEQUENT PRINTINGS. BIDDER IS TO NOTE PRICE FOR:

PRICE ADDITIONAL PER PAGE IF PAGE COUNT EXCEEDS 32 \$ _____

PRICE DECREASE PER PAGE IF PAGE COUNT IS BELOW 32 \$ _____

*DELIVERY - FIRST PROOF: _____ DAYS AFTER PRIMARY ORDER PERIOD

*DELIVERY - SECOND PROOF: _____ DAYS AFTER RETURN OF FIRST PROOF

*MAY BE A FACTOR IN DETERMINATION OF AWARD.

NAME OF FIRM

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

NOTE: BE SURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH COMPLETED PAGES 3, 4, 5, 6, & 7 OF UCS ATTACHMENT I. PAGE 7 MUST BE COMPLETED BY MANUFACTURER OF STOCK.