



NEW YORK STATE  
Unified Court System

LAWRENCE K. MARKS, ESQ.  
ADMINISTRATIVE DIRECTOR

RONALD P. YOUNKINS, ESQ.  
CHIEF OF OPERATIONS

OFFICE OF COURT ADMINISTRATION  
CONTRACT & PROCUREMENT ADMINISTRATION UNIT

LAURA WEIGLEY ROSS  
Director Division of Administrative Services

**\*\*\* NOTICE OF AWARD \*\*\***

**ESTIMATED QUANTITIES**

**NOTE: "PA" CONTRACT NUMBER MUST APPEAR ON ALL PURCHASE AND VOUCHER DOCUMENTS.**

**COMMODITY: ATTORNEY REGISTRATION FORMS**

**RFB: OCA/AR-112**

**CONTRACT PERIOD:**

**SEPTEMBER 01, 2006- AUGUST 31, 2009**

**CONTRACT NUMBER: PA04762**

**EST. AVERAGE ANNUAL QTY: 273,500,000 PCS.**

**CONTRACTOR: NEWKIRK PRODUCTS, INC.  
15 CORPORATE CIRCLE  
ALBANY, NY 12203  
ATT: LINDA MCDONALD  
(518) 862-3323**

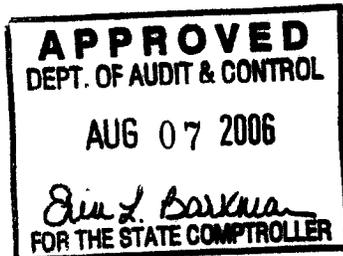
**FED. ID: 14-1542123**

**FAX: (514) 342-9148**

**PRICING: PER ATTACHED SCHEDULE, NET F.O.B. DESTINATION (EXCLUDING USPS CHARGES)**

FOR THE UNIFIED COURT SYSTEM:

ROB LYNCH  
ASSISTANT DIRECTOR  
ADMINISTRATIVE SERVICES



DATED: 06/23/06

# ATTORNEY REGISTRATION FORMS

## PRICING SCHEDULE

<b>CONTRACT NO.</b>		<b>RFB# OCA/AR-112</b>
<b><u>FORMS</u></b>	<b>PRICE/M</b>	<b>EST. TWO YEAR QUANTITY</b>
REGISTRATION NOTICES	\$491.00	180,000
SECOND NOTICES	491.00	45,000
FINAL NOTICES	491.00	23,000
DELINQUENCY NOTICES	491.00	20,000
SPECIAL NOTICES	491.00	2,000
REPRINTS	971.25	4,000
<b><u>ENVELOPES:</u></b>		
WINDOW ENVELOPES	19.31	272,000
PREPRINTED REPLY	18.55	272,000
<b><u>SUPPLEMENTAL WORK:</u></b>		
OPTIONAL EXTRA COLOR	6.50/M	
ADDITIONAL ENCLOSURES (INSERT ONLY - NO PRINT)	55.00/M	
FIXED TEXT MODIFICATIONS <b><u>PER HOUR</u></b> EDITING COST	90.00/HR.	
In case of contract cancellation by OCA for any reason: Cost of remaining inventory of customized paper		0.10 per 8 page shell

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

**Note:** In addition to such other specifications and criteria presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, Attachment II - Contractor Certification Form ST-220, Attachment III - Vendor Responsibility Questionnaire, and Attachment IV, must be downloaded from the Contract & Procurement website under "Addenda" for the appropriate solicitation and are incorporated and made a part hereof.

**Online RFB Package: Disclaimer:**

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

**Purpose and Scope:**

The New York State Unified Court System (hereafter "UCS") Office of Court Administration (hereafter "OCA") is soliciting sealed bids to establish a single, estimated quantity term contract for the production and mailing of attorney registration forms.

**Term of Award:**

A single estimated quantity term contract will be awarded for an initial term of three (3) years effective September 1, 2006. The UCS reserves the right to renew the contract for two (2) additional one-year (1) periods. The contract and its renewals shall be subject to the approval of the Office of the Comptroller (OSC).

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**Method of Award:**

Award shall be made to the lowest cost, responsible bidder. "Responsible" is determined by compliance with these specifications, references, past performance history, financial stability and any other criteria necessary and reasonable to establish bidder's responsibility.

**Lowest Cost:**

Lowest cost shall be determined by the following formula:

Cost to be net and include all services described herein and stated as price per thousand (\$/M) for each style of form times (x) respective estimated two year quantity = extended item prices which will be combined for grand total price.

Note: Although pricing must be stated for "optional extra color", "additional enclosures" and "fixed text modifications per hour editing costs" on the bid response form, due to their optional and variable nature, these item **will not** be a factor in determining "grand total". However, pricing for such items shall be subject to negotiation if they appear excessive and failure to reach an accord may be grounds to disqualify an otherwise "low responsible bidder".

**Mandatory Pre-Bid Conference:**

A mandatory pre-bid conference will be held at 2:30 pm on Tuesday, May 23, 2006 at the Office of Court Administration, 25 Beaver Street, New York, NY 10004, on the 11<sup>th</sup> floor, conference room # 1106. Bidders will be asked to sign-in. Failure to attend will disqualify bidders' responses.

Submission of a response to this RFP shall indicate bidder's ability to comply with this solicitation's specifications.

**Questions:**

1. All questions concerning this RFB, including questions for the pre-bid conference, must be submitted, in writing, by fax or email, only to

Marie-Claude Ceppi  
Management Analyst  
25 Beaver Street, R-840  
New York, NY 10004  
Fax: 212-428-2819      Email: [Mceppi@courts.state.ny.us](mailto:Mceppi@courts.state.ny.us)

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2. The deadline to submit question is Wednesday May 17, 2006 at 5:00 pm. No questions will be entertained after this deadline.

A Q&A will be distributed at the pre-bid conference. The Q&A will be updated with questions and answers raised during the pre-bid conference. A final Q&A answering all questions raised will be posted online at [www.nycourts.gov/admin/bids/currentsolicitations](http://www.nycourts.gov/admin/bids/currentsolicitations) under OCA/AR-112 in the column "Addenda".

**IMPORTANT: All questions regarding this solicitation must be directed solely to the attention of the above-designated person. Contact by any prospective bidder, or representative thereof, with any other personnel of the UCS/OCA in connection with this RFB may jeopardize respective bidder's standing and cause rejection of their proposal.**

**Estimated Quantities**

Any quantity 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**.

**Price:**

All prices submitted by bidders shall be net f.o.b. destination and shall include all materials, labor and supplies, including plates and negatives which shall become the property of the Unified Court system (UCS) and delivered upon cessation of the awarded contract, and mailing costs.

**Important: All pricing shall remain firm throughout the initial three-year period.** Reasonable, necessary and documented price increases for materials and supplies or other costs beyond contractor's control will be considered for any renewal period upon written request to OCA thirty (30) days prior to the expiration of the initial term or its renewal. No increases for labor will be allowed, except as may be required by the New York State Department of Labor' prevailing wage rates.

**Delivery:**

See "Detailed & Technical Specifications - Mailing and Shipping".

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**Billing:**

Contractor shall submit appropriate invoices on a monthly basis to OCA Attorney Registration, Attn: Sam Younger, Principal Management Analyst, 25 Beaver Street, R-840, New York, NY 10004. Contractor may use their standard invoice format, but must separately identify the month's production quantity and postage amounts. Postage amounts must be supported with sufficient documentation issued by the US Postal Service - PS3600-R or equivalent.

**Payments:**

Payments due to the contractor shall be processed in a timely manner upon receipt of true and accurate invoices.

**Orders, Proof(s), Text Changes - Communications:**

Orders: Any and all orders will be by issuance of a purchase order directly to the awarded contractor.

Proofs: Contractor shall be required to produce and deliver a first proof of all forms within ten (10) business days of receipt of purchase order. OCA shall have the right to make such corrections as necessary at no additional costs. Contractor shall then produce a second proof of all forms for final approval by OCA within seven (7) business days of receipt of "corrected" first proof. All proofs shall be submitted to the attention of Sam Younger at the address set forth above in "Billing".

Text Changes: See "Detailed & Technical Specifications".

Communications: Any and all "order" changes, proof corrections, text changes, clarifications, etc., communicated between OCA and the awarded contractor **must be addressed in writing** to Sam Younger, Principal Management Analyst. Under no circumstances should vendor act on verbal communications. **Contractor will assume all risks if acting otherwise.**

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**Postal Regulations:**

All mailings must be in full compliance with all US postal regulations and contractor shall endeavor to utilize proper postal regulations to ensure the lowest possible cost per piece.

**Contractor's/Manufacturer's Logo:**

No trade mark (other than a union designation), name, logo other identifying information of the contractor or manufacturer of the forms specified herein may appear on any visible part of the forms.

**Transmission of Data to Contractor:**

The OCA Division of Technology (DOT) will transmit the requisite attorney data to the contractor on a regular basis and in a time frame which shall be mutually agreed upon that is conducive to OCA needs and contractor('s).

**Site Visit:**

In order to properly evaluate bid responses, OCA and Attorney Registration personnel may schedule a site visit to bidder's facilities. Such inspection shall be during normal business days and hours and convenient to all parties.

**Test Runs:**

For purposes of verifying data interface and other operational necessities, one or more test runs of the forms will be conducted by OCA/DOT and Attorney Registration. Bidder will be expected to fully support and comply with any necessary and reasonable OCA needs to this end, including providing a reasonable quantity of finished forms at no cost.

**Qualification of bidders:**

All products and mailings shall be done on awarded vendor's premises, by vendor's own staff with own equipment.

Submission of a response to this RFP shall indicate bidder's ability to comply with this solicitation's specifications.

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**References:**

Bidders must provide at least three references including company/agency name, complete address, contact name, title and telephone number, for whom bidders have provided similar services for the past five (5) years.

**Subcontracting:**

**No subcontracting or outsourcing is permitted.** Awarded vendor shall use its own qualified personnel to perform the work and services described herein. The work to be performed pursuant to this RFB's specifications shall be performed at the awarded vendor's place of business and shall not be assigned, transferred or subcontracted.

**Independent contractor status:**

It is expressly understood and agreed that awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. Contractor is 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 contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, employment and worker's compensation insurance of contractor or any of its employees or subcontractors

**Confidentiality:**

By submission of a bid, the vendor warrants that it will preserve the confidentiality of all data provided by OCA. **This confidentiality must be ensured for all employees, agents, subcontractors, jobbers, representatives, volunteers (paid or unpaid) or any other enterprise or individual with whom the contractor has an established business relationship.** It further certifies that it will not reproduce, or allow any reproduction of any of the information contained in the data provided by OCA, nor use or allow any persons to use the data for any purpose other than the express purposes of producing, inserting and mailing these materials. When the monthly jobs are completed, the data is to be deleted or returned intact to OCA. All produced material that contains the computer-generated data are to be mailed to their rightful recipients, provided to OCA as proofs or destroyed if damaged in processing.

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**ANY VIOLATION OR BREACH OF CONFIDENTIALITY BY CONTRACTOR SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE CONTRACT AND MAY SUBJECT CONTRACTOR TO FURTHER PENALTIES.**

**Liability Insurance:**

Bidders must include with their response proof of general liability insurance coverage in the minimal amount of \$1,000,000.00. A copy of the certificate of coverage issued by bidder's carrier is sufficient. Such coverage shall be at no cost to the UCS and OCA and shall remain in force for any period a contractual agreement exists with OCA.

**Bid Response: Original and Copies**

Bidder shall submit all **required original RFB documents: Proposal, executed RFB Form, Attachment I , pages 3, 4, 5, 6, 7 of 10 Attachment II - Form ST-220, Attachment III - Vendor Responsibility Questionnaire, Attachment IV, and any other required documentation, brochures, etc. as listed on the Document Enclosure Checklist.**

Failure to provide all original documents and the requested number of copies may result in disqualification of bidder's response.

**Please note:** original and copies of the solicitation 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.

All proposals shall remain binding on bidders until such time as OCA provides written notification of intent to award contract, or bidders withdraw their proposals in writing, whichever occurs first.

**Packaging, Identifying and Delivery of Proposals:**

Bidders may not submit their bid responses online.

All bid submissions must be securely contained in a sealed package or carton and **clearly labeled** in large block letters on two sides as follows:

**"DELIVER IMMEDIATELY TO MARIE-CLAUDE CEPPI R-840" "SEALED BID DO NOT OPEN" "OCA/AR-112 DUE TUESDAY JUNE 13, 2006 AT 3:00 P.M."**

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Failure to seal and mark as prescribed may result in non-delivery and/or rejection of proposal. **Please note that bids must be received by Marie-Claude Ceppi on June 13, 06 at 3:00 pm at the latest, or bids will be declared "late bids". It is recommended that bidders allow several extra days for shipping in order to meet the deadline.**

**Bids must be clearly addressed and submitted to:**

**MARIE-CLAUDE CEPPI  
MANAGEMENT ANALYST  
NYS OFFICE OF COURT ADMINISTRATION  
25 BEAVER STREET, R-840  
NEW YORK, NY 10004**

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation.

**No-Bid:**

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: **OCA/AR-112**.

**Unacceptable Proposals:**

OCA may reject any proposals from bidders who are in arrears to the State of New York upon any debt or contract; who previously defaulted on contract obligations, as surety or otherwise, upon any obligation to the State of New York; who have been declared not responsible, or disqualified, by any agency of the State of New York; or have any proceeding pending relating to the responsibility or qualification of the bidders to receive public contracts.

**Compliance with laws:**

Contractors shall be compliant with all applicable federal, state and local laws, rules and regulations.

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**Termination**

If awarded contractor fails to fulfill any terms of this agreement on time, OCA shall have the right to terminate said agreement, except that OCA shall allow bidder a period of thirty (30) days to rectify the problem(s). In the event that problems are not rectified to the satisfaction of OCA or any performance deemed unsatisfactory, OCA will notify contractor in writing of the contract termination.

Such a termination may result in a vendor being declared "non responsible" by the UCS/OCA, pursuant to the Office of the State Comptroller's 2005 guidelines on vendors responsibility and in the vendor's removal from the UCS/OCA's bidders list.

**\*\*\* DETAILED AND TECHNICAL SPECIFICATIONS \*\*\***

**Background:**

The New York State Unified Court System's (UCS) Office of Court Administration (OCA) sends a biennial registration notice to each of the approximately 200,000 duly admitted New York attorneys. The notices are mailed to the attorneys on a biennial schedule corresponding to the individual's date of birth. This is an ongoing mailing and is done on a rolling basis each month.

All attorneys are provided with a **Registration Notice**, which is mailed to their home address on file. Attorneys who fail to respond to this first notice are mailed a **Second Notice**, to the business address on file, at a later date. Attorneys who do not respond to the first two (2) notices are mailed a **Final Notice**, to the home address on file. Attorneys who fail to respond to any of the first three (3) notices are eventually sent a **Delinquency Notice**. Periodically during the year, **Special Notices** may be mailed to particular attorneys who may not have received on of the other categories of notices.

**Reprinted Notices** will also be required to be mailed on a weekly basis outside of the normal monthly printing runs. See section on reprints for additional information.

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Estimated volume of each type of notice during the next two (2) years is provided in the specifications. The names and other relevant data to be printed on the Notice to each attorney for each category of form will be provided to the vendor monthly by the OCA Division of Technology (DOT) in electronic format. A sample data format is contained in the Data Files portion of this bid, and a final file definition and layout will be determined between the winning vendor and DOT after final award.

The contractor will be required to print, prepare as per the specifications and mail the forms each month on behalf of the UCS **within 10 business days after receiving the data file**. The form is proposed to be an 8-page document with variable text on three (3) or four (4) pages and fixed text on all pages. The fixed text may be required to be revised at any time due to rules updates or changes. The most up-to-date fixed-text version must be used for each month's forms; all prior versions should be destroyed.

After the statement is printed, the document is to be folded three times and inserted into a window envelope together with a pre-printed reply envelope. The completed packages will then be mailed directly to each attorney's specified address via US Postal Service. The UCS will reimburse the vendor for all postal costs **and are not to be included in bidder's costs**.

**SPECIFICATIONS**

**Item:**

**NYS UNIFIED COURT SYSTEM (UCS) MONTHLY ATTORNEY REGISTRATION NOTICES**

**Quantity:**

The following **estimates** are the total number of notices for the **2007** and **2008** calendar years. The average printing and mailing volume during even-numbered years is anticipated to be 15,000 notices per month, and during odd-numbered years 7,500 forms per month. The number of notices required to be printed in even-numbered years will usually be higher than in odd numbered years. The quantities will increase each year by approximately 5%. These numbers are estimates based on past experience; there is no guarantee that the total number of notices will not be below or above these quantities.

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**2007 Calendar Year Estimated Quantities**

Registration Notices -	60,000
Second Notices -	15,000
Final Notices -	8,000
Delinquency Notices -	7,000
Special Notices -	500
Reprints	2,000

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Annual Total- 92,500

**2008 Calendar Year Estimated Quantities**

Registration Notices -	120,000
Second Notices -	30,000
Final Notices -	15,000
Delinquency Notices -	13,000
Special Notices -	1,000
Reprints	2,000

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Annual Total- 181,000

**Size:**

Registration Notice - (See Appendix B) Two 11" x 17" sheets folded to 8 ½" x 11" and then refolded to 3 ½" x 8 ½" for insertion into a Window Envelope (Standard # 10 or alternate size recommended by vendor). Inner sheet will be perforated as detailed below.

**Construction:**

Registration Notice - once the computer generated information is printed the notices will be collated (nested) and then both sheets are to be folded and then triple folded for insertion into the window envelope, with the attorney's full name and complete address (including USPS bar code as appropriate) showing through window to ensure lowest possible mailing cost per piece.

Mailing Envelope - Standard #10 (or alternate size recommended by vendor) as required to fit the registration notice and a reply envelope (See Appendix B). Window size and location must be adequate to show the attorney's complete name and address information including USPS bar code contained on each notice. Window patches must be securely fastened to prevent snagging of inserted materials. Envelope and window must conform to all current USPS standards and be able to be read and sorted by the USPS automated equipment, to ensure lowest possible mailing cost per piece.

Pre-printed Reply Envelope - a return address envelope is to be enclosed with each notice (See Appendix B). This envelope must comply with all current USPS standards and the size must be sufficient to fit inside of the mailing envelope without folding and be able to fit the return of two 8 ½" x 11" triple folded sheets.

Possible additional enclosures - additional enclosures may be required at varying times.

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Vendors must include a price per thousand to cover the cost to insert an additional page(s)/card(s) if needed. Printing of these additional inserts is not a requirement under the scope of this bid, and any inserts would be provided by OCA. Any additional postal costs for these inserts will be included in the postal cost reimbursements.

**SAMPLE NOTICE & ENVELOPES:**

Upon request OCA will provide actual samples of the registration notice and envelopes specified in this RFB.

**Copy:**

Camera ready files in electronic format (Quark XPress) will be provided for the fixed text portion of the registration notice. **NOTE:** Upon written request, file may be provided to vendor for review in PDF or EPS format. Furnish a per hour editing cost if it is ever necessary for the vendor's staff to make additional changes or corrections to the fixed text portion of the notice.

**Stock:**

Registration notices: - 60 lb. (Text weight) Recycled white opaque, laser finish, Lynx Opaque Laser or equal.

Envelopes - 80 lb. Recycled white wove

**Presswork:**

Registration notice - Print 2 colors - 2 sides (and possible screens of color)

Envelopes - Print 1 color - 1 side

Provide a cost for the option to print one additional color on the registration notice if needed in the future.

Ink - PMS color to be specified for pre-printed portions of both the registration notices and envelopes. Black print for the variable information.

**Perforation:**

Registration notice - one vertical perforation on the fold of the inner 11" x 17" sheet (See Sample), one 8½" horizontal perforation from the right outside edge of the fold to allow removal of pages 3 & 4 to be returned as a response device.

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**Bar Coding:**

**POSTNET bar codes** - USPS compliant bar codes must be derived by the vendor from the address data that will be supplied by the OCA - DOT. Notices will have delivery addresses in all 50 states, the District of Columbia, as well as many foreign countries. The bar codes may be printed in either two places: 1) the address block on the statement, or 2) on the outside of the envelope.

**Tracking bar code** - an internal OCA bar code for tracking the notice form in our systems will also be required - the elements included in this bar code will be determined in the final design of the notice.

**Mailing and Shipping:**

The vendor must agree to mail all addressed registration notices in full compliance with all USPS regulations and provide the OCA with the lowest possible first class, pre-sort postage rates. A New York State postmark or permit indicia is required. The monthly data provided by OCA-DOT can be sorted or unsorted as the vendor prefers.

The entire monthly printing, inserting and mailing must be completed and postmarked each month no later than the last business day of the month or within 10 business days of the delivery of the data file. The data file will be provided to the vendor on approximately the 15<sup>th</sup> of each month.

**REPRINTED NOTICES MUST BE PRINTED AND MAILED WEEKLY.**

A monthly report of the final number of each category of notice type, date that the mailing was prepared and the total postal cost to be reimbursed to the vendor must be reported to OCA in a monthly invoice.

**Preparatory Materials:**

All disks, mechanicals, magnetic tapes and/or negatives are or will become the property of the State of NY and must be returned to OCA upon request or completion of the contract.

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**Data Files:**

1. A test data file and camera ready design will be provided to the selected bidder.

A sample file definition (**APPENDIX C**) is attached, which **DOES NOT** constitute a final production definition. OCA shall provide this test data file in ASCII text format via E-mail directly to contractor's E-mail account which shall be provided by contractor, or by CD, floppy or tape.

2. Within three (3) weeks from receipt of test data file and design layout, contractor shall supply a sample of each of the six (6) types of Registration Notice utilizing the sample data and incorporating a sample registration statement from the design layout.

OCA shall review the preliminary sample Registration Notice and provide any necessary corrections in writing. OCA may provide additional test data files in the format described above and/or design layouts to contractor. Contractor shall then provide additional, or corrected, sample Registration Notices as needed for review and approval by OCA.

3. Additional testing and sample runs may be required prior to actual monthly production run to ensure that all necessary elements are included in a final production electronic data file, that all systems are working for delivery and acceptance of this production data file and that said file meets all bid requirements of OCA and contractor. At the completion of this testing a final production data file and file definition will be determined. A final version of all six (6) types of Registration Notices will be approved for production by OCA in writing.
4. The method of delivery of the production data from OCA-DOT to contractor **must be via FTP protocol**. This method must assure the security and integrity of the data file, ensure that all production data transmitted is received and acknowledged by contractor and include an audit check that all records are in fact printed and distributed.

OCA-DOT will be available to assist contractor during all phases to address any and all technical issues relating to the data files.

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**Pulls:**

Certain Attorney Registration notices may be required to be removed from a monthly or weekly mailing following the printing and insertion and forwarded directly to the OCA office. Requests for these pulls must be made in writing by an authorized person to be pre-selected by OCA.

**Reprints:**

It is expected that over the course of each month additional notices will need to be reprinted. It is expected that these reruns will be no more frequent than weekly and will be much smaller than the monthly run. The OCA-DOT will provide a separate data file for the weekly run of reprints. Registration form reprints will be mailed using first class postage and billed accordingly, unless able to be included in the normal monthly bulk mailing. A separate cost can be included in the bid repose for the cost of these reprints. Estimated quantity for these reprints is not available, but is estimated to be in the range of 50-150 notices per week.

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 USC 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 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.