

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 60010 – FORM MV-999 CERTIFICATE OF TITLE FOR VEHICLES AND VESSELS (DMV)
		Classification Code: 82
Award Number	:	<u>19866</u> (Replaces Award 18468)
Contract Period	:	October 15, 2005 to October 14, 2007
Bid Opening Date	:	August 4, 2005
Date of Issue	:	September 29, 2005
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors

Name	:	Jamie Nusbaum
Title	:	Purchasing Officer I
Phone	:	518-474-2387
Fax	:	518-474-5052
E-mail	:	jamie.nusbaum@ogs.state.ny.us

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Form MV-999 Certificate of Title for Vehicles and Vessels.

PR # 19866

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62073	AMERICAN BANK NOTE CO. 357 Riverside Dr., Suite 250 Franklin, TN 37065	800/261-9196 615/261-0610 Randy Gray Fax No.: 615/261-0611 E-Mail: RGray@abncompany.com Web Site: www.abncompany.com	132735924

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
 (See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

(continued)

NOTE TO AUTHORIZED USERS: (Cont'd)

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

PRICE:

Price includes all customs duties and charges and all costs necessary or incidental to the proper execution of the job, including F.O.B. dock delivery to NYS Dept. of Motor Vehicles, Northeast Industrial Park – Bldg. 6, Bay 3, Route 146, Guilderland Center, NY 12085.

<u>Item</u>	<u>Price Per M</u>
Form MV-999 Certificate of Title (One part continuous pinfeed form.)	\$46.78
Reprints (if required)	\$49.50

Guaranteed Delivery: As Specified
Sub. Weight and Type of Stock: 28# White Custom Security Paper
Manufacturer of Stock: Louisenthal
Mode of Delivery: Sealed Truck

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

(continued)

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of a purchase order from the agency.

If a purchase order is not received from the agency listed within two weeks after receipt of this award, the contractor should contact the agency directly requesting the submission of a purchase order. The Agency contact person is Bill Rider, who can be reached at 518/474-0767.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. Contract shall be only for the actual quantities ordered during the course of the contract. See "Estimated/Specific Quantity Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWALS:

Prices are to be firm for the entire period of the contract. Price escalation will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases are permitted at any time.

If the Printing Law permits, and if mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

SHORT TERM EXTENSION:

If the Printing Law permits, in the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

SURETY BOND:

Prior to recommendation of final award of the contract, the low responsive and responsible bidder will be required to, within fifteen (15) days of request and at its own cost and expense, obtain and maintain in full force and effect for sixty days after contract expiration:

- an irrevocable documentary **LETTER OF CREDIT** with a sound and reputable bank authorized to do business in the State of New York, OR

(continued)

SURETY BOND: (Cont'd)

- a **PERFORMANCE BOND** signed by a surety company authorized to do business in the State of New York,

in the amount of 75% of the estimated contract value for the faithful performance of the contract. The **LETTER OF CREDIT, PERFORMANCE BOND**, etc., shall name as beneficiary the State of New York, Office of General Services, and may be invoked to the benefit of the State of New York, Office of General Services, upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the State of New York.

INDEMNIFICATION PROCEDURES:

- a. New York State will be indemnified for each imperfectly printed, imperfectly perforated, imperfectly spliced, duplicate, missing, mutilated, or unnumbered or inaccurately numbered document received from the vendor.
- b. In addition, New York State will be indemnified for documents voided during our preparation process because of problems resulting from the documents referred to in a. above.
- c. Indemnification for documents specified in a. and b. must consist of replacement of such documents with perfect documents at no additional charge, at the rate of 5 perfect documents for each document requiring replacement.

PREPARATORY MATERIALS:

All mechanicals and negatives are or will become the property of New York State and are to be sent intact to the using agency upon completion of the job.

DEPARTMENTAL SECURITY POLICY:

The buildings in which the Department's business is conducted or those buildings used for the manufacture or storage of security items are basic to the overall security of the Department's business. The steps detailed below are to be utilized in evaluating security measures for all issuing offices and manufacturers of security items.

I. PLANT SECURITY:

- A. The physical plant should be so constructed so that the ingress and egress of the public and its employees may be controlled. In those areas where security items are maintained or manufactured, public access should be precluded.
- B. Construction of the plant should be of a permanent nature with a minimum of fire hazards and with the ability for being secured both during and after working hours.

II. DURING WORKING HOURS:

- A. During working hours, those areas in which security items are maintained or manufactured should be secured with controlled access areas limited to employees only. Said employee is to be identified as having authority to enter the area.

(continued)

DEPARTMENTAL SECURITY POLICY: (Cont'd)

III. AFTER WORKING HOURS:

- A. After hours, the premises should be secured with either an alarm system integrated with an enforcement agency or a duly recognized security force. In lieu of an alarm system, security guards, to be of a recognized security agency or private security personnel meeting the standards of a recognized security agency, should be sufficient to patrol the area.
- B. In the case of manufacturing facilities, the area allocated and used for the manufacturing and/or storage of the completed product and the storage of the stock and necessary engraving plates or numbering heads, etc., used in the production of the security item should be secured in the fashion named above for both during and after working hours. If a manufacturer is engaged in producing other than security forms for the Department of Motor Vehicles, a security restriction should apply only to those areas designated and used for the production of Motor Vehicles items.

If unique stock is utilized in the production of a security item, provisions must be made for the security of the stock and its accountability during shipment to the plant, storage while in the plant, and a secure method and accountability for the disposal of waste and overruns.

In all of the above, inspections of the premises must indicate that the security measures are fully utilized at all times and not just merely available. Secure storage and accountability of the finished product while in the manufacturer's hands and provisions for the secure shipment of the completed security items to their destination must be provided.

ITEM: Form MV-999 Certificate of Title for Vehicles and Vessels. One part continuous pinfeed form.

ESTIMATED QUANTITY:

8,000,000 of the overall size. Approximately 4,000,000 forms (overall size) will be ordered during each year of the contract. There may be text changes between orders, therefore contractor is cautioned not to print the entire estimated quantity at one time. Reprints, if required, will be ordered in minimum ordering quantities of 1,000,000.

SIZE: Overall size is 9-1/2" x 11" Individual forms are 8-1/2" x 11" plus 1/2" pinfeed with standard marginal punching along each edge.

SECURITY PAPER STOCK:

Paper is 28 lb. White Custom Security Paper, 100% wood pulp fiber with no optical brighteners, and surface sized to accept writing plus fine lithographic printing.

- A. Watermark: Three dimensional multi-tonal vat formed cylinder mould custom watermark. (Watermark to be selected by agency). The watermark will be a vertically paraded watermark, located in the center of the document.
- B. Security Thread: Microprinted with the words "WE'RE DRIVEN TO SERVE YOU" in blue-white fluorescent plastic security thread. This thread must be incorporated into the paper as the fibres form around the mould cover so that the thread is an integral part of the paper. The thread must be in the same location on all title certificates. (Location will be provided to the contractor).
- C. Chemical Sensitization: Reagents are to be incorporated into the paper that will exhibit marked chemical reactions (in the form of various stains) to thwart falsification of the document through the use of chemical eradicators. Protection to be afforded from those chemicals that are classified according to the following families: polar solvents, A-polar solvents, acids, oxidizing agents, strong bases and weak bases.

(continued)

SECURITY PAPER STOCK: (Cont'd)

- D. Colored Fibres: Colored synthetic fibres (approximately 3mm in length) must be randomly incorporated into the paper so as to be visible with the unaided eye from both sides of the paper. (Color of fibres to be determined by the agency).
- E. Fluorescent Fibres: Additional (to the visible) fibres must be incorporated into the paper. These are to be approximately 3mm in length, yellow-green in color, visible only when examined under ultra-violet light and are visible from both sides of the paper.
- F. To maximize retention of the toner images from the laser printer and to enhance sheet stability, the front side of the sheet will be fully coated with a toner fusion agent which will enable printed images to be anchored to the paper fibres so that attempts to remove the images via tape raising, scraping, etc. will result in a noticeable fibre tear. The fusion agent must not impede the chemical sensitization contained in the paper and must be applied over the chemical sensitization.

COMPOSITION:

The agency will provide a master copy with each order. Contractor to create the artwork for the border and background design and set all copy for the text. All artwork and copy is subject to agency approval prior to the production of the documents.

REVISIONS:

Text revisions may be required during the contract term. Should changes be required, contractor to make them at no additional cost to the agency. No additional charges will be allowed.

PRESSWORK:

Document will be printed two-colors on front and one-color on back. Colors will be identified to the contractor.

SECURITY PRINTING:

FACE:

- a. High resolution fine-line lithographically printed with custom border produced from artwork prepared by a Banknote printer. This provides exactness and sharpness which hinders copying or reproduction. The border and other text, including microprinted lines, will be printed in permanent heat resistant inks.

NOTE WELL: If the contractor has the ability to produce an "image corruption" or "image distortion" feature, which impedes photocopying of the document, it must be provided within the border design.

- b. Anti-Color Copying (Void) feature incorporated into face background design. The word "VOID" shall appear in a pattern when reproduction is attempted on a color photocopier. Inks must be heat resistant.
- c. Microprint line of the words "Certificate of Title" to appear inside the border at the bottom of the document repeated to appear as a ruled line unless viewed under magnification, and becomes distorted when photocopied.
- d. Iridescent two-color, non-scannable background in a standard pattern. (Colors to be determined by the agency.) Must be printed in non-scannable ink. A 1-1/2" x 3" knockout (for an agency-printed barcode) will appear in the lower left portion of the form.
- e. The text matter is to be lithographically printed in permanent ink to match the border ink color. The ink must be sensitive to fluorescent light and attempts at erasure and will render evident at any attempt at alteration by chemical, mechanical, or other means.

(continued)

SECURITY PRINTING: (Cont'd)

FACE: (Cont'd)

- f. A continuous pattern of microprinted letters (NEW YORK STATE) as a background for selected text boxes. A deliberate error shall be incorporated in the first instance of the word "YORK" (the last K shall be printed backwards) in the odometer number text box. The portion of letters must appear as ruled lines unless viewed under magnification, and become distorted when photocopied.

BACK:

- a. Text matter to be printed in permanent lithographic ink, to match the border ink color. All inks must be heat resistant.
- b. Background is to be an underlying fine line tint. The background must appear distorted when photocopied. Inks are to be fluorescent and erasure sensitive, which will render evident any attempt at alteration by chemical, mechanical, or other means. All inks must be heat resistant.
- c. A continuous pattern of microprinted letters as a background for selected text boxes. The portion of letters must become distorted when photocopied and appear as shading unless viewed under magnification.

NUMBERING:

One control number on each document to consist of a prefix letter, one letter space and seven digits, printed in red ink, positioned in the lower left corner on the back of each document. Numbers must contain preceding zeros to maintain 7 digits. The control number is to be printed in heat resistant fluorescent red ink, sensitive to erasure, which will render evident any attempt at alteration by chemical, mechanical or other means. The contractor shall guarantee that only one copy of each serially numbered document will be produced. No skips allowed. Numbering sequence will be provided with each purchase order.

PINFEEED HOLES:

Standard marginal punching along both edges.

PERFORATIONS:

All perforations must be ironed to facilitate the laser printing process.

Two Full Horizontal Perfs - one every 11" (The horizontal perf every 11" must contain a wide enough serration to insure the security thread running vertically through the documents will be nicked or severed to eliminate potential bursting problems). A second perforation is required 3" below the top edge of each form. Contractor may be required to make modifications to the location of horizontal perforations during the course of the contract.

Two Vertical Perfs - 1/2" from each edge.

PERFORMANCE STANDARDS:

Forms must be suitable for trouble-free high speed operation on the IBM 3900 and/or IBM 4000 Advanced Function Laser Printer. Perforations must be strong enough to remain intact during printing and forms must not become mutilated during processing through the Pitney-Bowes Production Mailing System equipment, Formax Burster PD6700 or Pitney-Bowes Burster Model Y110.

WEB BREAKS/SPLICING:

Web breaks occurring in the continuous title forms during the printing process shall not be spliced and rejoined by a splicing medium. However, all documents must be in their original sequential order and cartons containing web breaks must be clearly marked so that they are easily identifiable. The number of web breaks must not exceed industry standards. Spliced mill breaks are not acceptable.

(continued)

PRODUCTION CONTROL SPECIFICATIONS:

This is a strict security item. Departmental security policy must be enforced.

Vault storage at the contractor's plant must be adequately protected against damage or loss of certificates. Any changes in manufacturing location must be approved by the Department of Motor Vehicles.

The State reserves the right to enter the contractor's premises without notification at any time before or during the production of the forms to inspect methods of production and full compliance with all provisions of the specifications and purchase order.

PACKAGING:

Continuous forms are to be flat-packed in cartons of 2,000 forms each in numeric order with the lowest number on top. The packaging must be sufficiently strong, of appropriate size, and wrapped in such a manner so as to prevent warping, damage, or loss of forms during delivery. Boxes must be new single-wall corrugated boxes of uniform size, not to exceed 40lbs. gross, and suitable for reshipping. Boxes must not have any airspace, which would prevent stacking during storage, and shall be closed without force and without damaging the contents. Boxes shall have a minimum bursting strength of 200lbs. or equivalent edge crush test rating, and be suitable for deck storage without damage to carton or contents. Seal boxes with reinforced security tape with some type of void feature that will show evidence of tampering when broken.

Label two opposite ends of each box with the box count, e.g. Box #1 of 500, Box #2 of 500, etc., starting with Box #1. Also include the Form Number, Print Date, agency P.O. Number, quantity, and the numeric sequence enclosed (beginning and ending number combinations). Box #1 shall contain the lowest contain the lowest numeric sequence numbers. Place the label information at the uppermost section of the end of the box. Individual boxes shall NOT contain DMV's address; however, each pallet shall be labeled with DMV's address. Under no circumstances is a sample of the form or the name of the form to appear on the outside of any cartons.

Boxes should be shrink wrapped and banded to 40" wide x 48" long disposable pallets that can be handled with a 2-prong forklift. The first layer of boxes on each pallet must be adhered to the pallet using 3M SpraMent glue, or its equivalent. Arrange boxes on pallets in numeric order with the lowest sequence number on top and the highest number on bottom. If possible, limit the empty spaces in the center of the skids to allow for stability when stacking. Boxes shall be stacked no higher than 5 rows high. Number each pallet including both the pallet number and the total number of pallets, e.g. 1 of 10, 2 of 10, etc. Label both ends of each pallet with the range of document numbers packed on the pallet and DMV's address. Pallets must not exceed 1,900 pounds gross, must not be double stacked on the truck, and must not exceed 6' in height. Pallets should be loaded on the truck so that the highest control numbers will come off the truck first.

SPECIAL DELIVERY REQUIREMENTS:

Forms shall be shipped direct in locked and sealed trucks to destination. Trucks may be "for hire" carrier or contractor's trucks, but must not be left unlocked or unattended while enroute to destination.

PROOFS:

Contractor to furnish two proofs of copy within fourteen (14) calendar days after receipt of a purchase order. Proofs are required for the first order of the contract only and for any subsequent order when the form has been revised. Proofs must be submitted to:

Bill Rider
Purchasing Office
New York State Department of Motor Vehicles
6 Empire State Plaza – Rm. 138
Albany, NY 12228
518/474-0767
bride@dmv.state.ny.us

(continued)

PRE-PRODUCTION TEST SAMPLES:

Pre-production test samples are required for the first order under the contract, as satisfactory evidence of the contractor's ability to perform the terms of this contract. The contractor shall produce 4,000 samples of the form in the exact construction and printing per specifications, except that they will be numbered with zeros and marked with the word "SAMPLE" printed in contrasting color across the face. The 4,000 samples will be delivered to Mr. Bill Rider, at the address specified herein, no later than four weeks (28 calendar days) before the scheduled delivery of the order. The Department may require pre-production test samples for any subsequent order in which the layout of the text is revised substantially. In those cases, the Department will indicate the requirement for the samples in the print order. Pre-production samples and proofs will be provided at no additional cost to the Department.

DELIVERY:

Deliveries accepted between 6:00 am and 2:00 pm Monday through Friday, except for New York State Holidays. Contractor must call DMV at (518) 861-6328, Ext. 117 or 118, at least 24 hours prior to delivery.

DELIVERY SCHEDULE:

A minimum of 1,000,000 numbered documents are required no later than 70 calendar days after return of approved proofs, or after receipt of purchase order when proofs are not required. The balance of the order is required no later than 42 calendar days after initial delivery. The Dept. of Motor Vehicles must be notified at least seven calendar days in advance if delivery cannot be met.

MISCELLANEOUS REQUIREMENTS:

The contractor will supply expert witnesses as needed to testify to any alleged falsification. Document analysis will be performed upon request by the contractor's experts. No fee will be charged for the above services.

No samples are to be supplied by the contractor to any public or private organization without the written permission of the Department of Motor Vehicles.

(continued)

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “Product” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Room 3711
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)