

Forms Production and Delivery IFB

Amendment 1

The following Questions and Answers (Q & A) and correction noted below will serve as Amendment 1 to OTDA's Facilities and Operations Support (FOS) Forms Production and Delivery IFB #2024-01. Material in this Amendment supersedes any contradictory material in the IFB.

Appendix W – Scope of Work: The following change applies to the email address on page 3 of the scope of work: ~~documents~~.services@otda.ny.gov. It is hereby replaced with document.services@otda.ny.gov.

Please note that the due date for the Submission of Proposals remains unchanged.

All Proposals are due December 5, 2024, by 3 PM ET.

Forms Production and Delivery IFB # 2024-01
Questions and Answers

#	Solicitation Section	Question	OTDA Response
1	Section III.G Subcontracting	Will the prime contractor need to print all the products in a lot or can they outsource to a subcontractor for printing? Would you award work to a broker organization who does not perform the main print function in-house?	Subcontracting is allowable per section III.G. of the IFB. Contract awards will be made to prime vendors, however, they may chose to subcontract goods or services. Offerors must identify Subcontractors with a description of supplies and/or services to be provided by each Subcontractor or Supplier utilized under the contract, in the Subcontractor and Supplier Identification Form available in Appendix E. OTDA encourages Offerors to subcontract with certified Minority and Women-Owned Business Enterprises and Service Disabled and Vetern-Owned Businesses whenever possible. See IFB sections III.D and III.E for more information regarding good faith efforts to meet the participation goals set for this IFB.
2	Attachment 1 - High Volumes for Lot 1	What constitutes how many orders and total quantities (sent at one time) this the threshold allow an extension to 90 days? For example, if multiple orders are sent on separate days within a short period of time; do these multiple orders require 20 ship days?	OTDA has no threshold for orders sent in a specific timeframe. At OTDA's discretion, an extension may be provided. This will be based on total number of orders, how many parts are included in each order sent in, and quantity ordered. For example; August 2023, December 2023 and January 2024 would be considered higher than normal volumes and OTDA would possibly grant an extension.
3	Exceptions	Will you allow/consider a bid that has exceptions listed on the bid? Examples:	Once bids are received, OTDA may only consider non-material changes. To assess whether a potential change during Contract negotiations constitutes a material change, the question should be asked: Would other bidders or non-bidders have responded differently if the term or condition to be changed as a result of negotiation had been included in the IFB?" If the answer is "yes" or "possibly," then the provision may not be changed.
3.a	Section 1, 2, 3 & 3	a. Liquidated Damages - we rely on material suppliers for paper, Ink, freight, cartons etc. We are also susceptible to staffing shortages caused by unforeseen (example Flu or Covid outbreaks) events. We can't agree to liquidated damages. Can we list this exception or does this invalidate our proposal?	OTDA cannot agree to the deletion of the liquidated damages section, it will invalidate a proposal. See answer 3 above. Please also note that pursuant to Appendix O, Section 2, although liquidated damages are assessed by OTDA in its sole discretion they are not automatic and OTDA uses good faith in choosing whether to assess liquidated damages.
3.b	Pg. 3 & 4	b. Data Security- This contract does not require data to be transmitted. We may not be in compliant of all data requirements. Since data security is not applicable on this contract, is this requirement not required?	Since data is not being exchanged, OTDA hereby removes Appendix B-1 from the Terms and Conditions included in this IFB and from any resulting contract. Additionally, any other provisions regarding data security are hereby deemed not applicable.
3.c	Appendix T	c. Will you allow changes to the Draft agreement language outlined by our General Counsel? If yes- do we need to submit these changes with our proposal?	See answer 3 above.
4	V.3 Bid Submission	Can we submit USB Flash Drives in place of CD Copies?	No, CDs are required as for security reasons OTDA cannot accept USB Flash Drives.
5	III.D & E Administrative Information -	Are the MWBE and the SDVOBs Vendors listed on the NY website fully vetted for quality and reliability to meet contract requirements or does the prime vendor need vet these companies?	It is the responsibility of the prime contractor to vet their NYS certified MWBE and SDVOB subcontractors and suppliers.
6	Method of award	If the MWBE/SDVOB vendors pricing is significantly higher than our current vetted (non MWBD/SDVOB) contracted supplier. Is this grounds for a waiver since the program is awarded to the lowest priced responsible bidder?	Pre-existing contracts are not factored into OTDA's MWBE/SDVOB goal setting methodology. If a bidder is unable to meet the established MWBE and SDVOB participation targets, both MWBE and SDVOB waiver requests must be submitted. If OTDA determines that the waiver request(s) have adequate documented Good Faith Efforts ("GFE"), we will then forward the MWBE waiver request to the Executive Chamber for review and final comment. All SDVOB waivers are reviewed for the GFE standard and the final determination is provided by OTDA.
7	Appendix W Scope of Work	Please provide order frequency for all items, by item by month for the last 2 years. This is critical information to see the ordering and determine how to manage the program.	Please see the attached historical data from 11/1/2022 - 11/1/2024. This does not reflect OTDA's actual needs. The agencies needs are based on new/revised forms that are being printed, forms being obsoleted or no longer printed, and counties/distrcts needs based on time of the year.
8	Appendix W Lot 1 A. Dry Snap Books	Please provide usage, ordering, & specification details for all orders from the last 2 years.	Please see the attached historical data from 11/1/2022 - 11/1/2024. This does not reflect OTDA's actual needs. The agencies needs are based on new/revised forms that are being printed, forms being obsoleted or no longer printed, and counties/distrcts needs based on time of the year.

#	Solicitation Section	Question	OTDA Response
9	Appendix W Section D. Delivery Time	20 business days is not sufficient time to get raw materials and convert the job in the current supply chain environment. Please amend the standard delivery time to 90 days.	OTDA supplies state mandated forms to the entire State of New York and must always maintain stock at the warehouse. The most OTDA can accommodate is amending to 30 business days as 90 days is not practical for this contract. OTDA cannot estimate orders for 3 months at a time; inventory is run every 3-4 weeks and orders are placed at that time. Appendix W section II.D. Shipping and Delivery is hereby replaced with: "D. Shipping and Delivery The Contractor(s) must deliver each completed order no later than thirty (30) business days after proof approval or thirty (30) business days after receipt of the order if no proof is required; except for unusually high volumes which should be no later than ninety (90) business days. Failure to meet the above timeframes, would be a material breach of this Agreement."
10	Appendix W Scope of Work	Please clarify if recycled paper or non-recycled paper is required for all items.	Please see Section III.J on page 14 of the IFB for more detailed instructions on recycled paper. Previous examples of recycled products used, include but are not limited to: TransForm® 20# laserMOCR (30% Post Consumer Content), Sequel® 16# CB (30% Post Consumer Content), Sequel® 14# CFB (30% Post Consumer Content), Sequel® 15# CF (30% Post Consumer Content).
11	II. General Description of Services and Definitions. Section F. Term of Agreement	Will NYS consider lowering the term of the agreement to 1,2,or 3 years? This would allow for more aggressive pricing due to the low 3% cap on annual increases.	OTDA is unable to lower the term of the contract from 5 years. However, OTDA is amending price adjustment language and the cap from 3% to 5%. See question # 13 for further details.
12	II. General Description of Services and Definitions. Section F. Term of Agreement	The current environment for material and labor are in flux and directly impact the cost to manufacturer these products. Material and labor costs are also out of our control. We need the ability to capture the fluctuation of both material and labor. Can NYS revise the price adjustment language to capture both material and labor and allow for capturing those cost at the real rate of increase or decrease of material and labor indices, instead of the 3% CPI-U cap? Most other NYS agencies including NYS Office of the State Comptroller are allowing contracts to capture the material and labor market fluctuations.	OTDA is amending the price adjustment language in Article 3 of the Agreement. See question # 13 for the new language.
13	II. General Description of Services and Definitions. Section F. Term of Agreement	The CPI is the incorrect index to measure commodity paper products at the producer level. Would NYS consider changing the index by which price adjustments are made to Producer Price Index by Commodity: Pulp, Paper, and Allied Products: Writing and Printing Papers - WPU091301	OTDA is amending the price adjustment language. The language below will replace the language in Appendix P Instructions and Article 3: Compensation of the Agreement. "ARTICLE 3: COMPENSATION OTDA shall compensate the Contractor pursuant to this Agreement in accordance with the Financial Proposal as set forth in the Contractor's Proposal, (Appendix P). Pricing adjustments for years two (2) through five (5) of the Agreement can be requested by the Contractor and must be submitted in writing sixty (60) days prior to the yearly anniversary of the contract start date. Pricing shall be subject to an increase or decrease consistent with the percentage change in the Producer Price Index (PPI) for pulp, paper, and allied products (WPU091301), as published by the U.S. Bureau of Labor Statistics for the twelve (12) month period ending 3 months prior to the expiration date (for example, a Contract ending in March, the lookback period shall be the preceding 12 months of January-December). Rate decreases are not capped and will be allowed at any time. Rate increases may not exceed a five percent (5%) cap."
14	Appendix Y	Please provide the NYS SDVOB business(es) that are utilized on the current contract to meet the SDVOB Goals.	The current contract has no SDVOB participation.
15	Appendix Y	What products and services were provided on the current contract by a NYS SDVOB business to meet the participation goal?	The current contract has no SDVOB participation.
16	Appendix Z	Please provide the NYS MWBE business(es) that were utilized on the current contract to meet the MWBE participation goal.	Preferred Packaging , Three Leaf Productions and Ebony Office Products were utilized in the current contract.
17	Appendix Z	What products and services were provided by a NYS MWBE business on the current contract to meet the participation goal?	Office products, Freight, Various supplies including but not limited to; cartons, glue, ink and pallets have been provided in the current contract.

#	Solicitation Section	Question	OTDA Response
18	Appendix Y & Z	Were waivers used for the MWBE or SDVOB participation goals on the current contract? If so, were the waivers partial or complete waivers of the requirements?	An MWBE waiver was approved for a goal reduction from 30% MWBE (15% MBE/15% WBE) to 4% MWBE (3% MBE 1% WBE). The current contract has a 0% SDVOB goal due to the availability of NYS certified SDVOBs at the time of contract execution. This contract was excluded from SDVOB goal setting.
19	Section V. Bid Submission	The bid submission calls for providing the Administrative and Financial proposals on CDs. Can the electronic documents be provided on a USB flash drive?	No, CDs are required as for security reasons OTDA cannot accept USB Flash Drives.
20	III Administrative Information Section G. Subcontracting	Were subcontractors used in the current contract? If so, what products and services were provided through the subcontractors?	Yes. Subcontracted products include, but are not limited to: cartons, pallets, glue, chipboard, ink, tape, freight, and paper.
21	Appendix P. Pricing	Please provide the current contract pricing matrix detail for Lot 1, Lot 2 and Lot 3.	The pricing schedule for the current contract is not applicable to this IFB. Offerors must submit financial proposals using the Appendix P provided for this solicitation, and must comply with requirements therein the IFB. However, a FOIL request can be submitted to OTDA for this information.

Question and Answer Attachment
Forms IFB # 2024-01

11/1/2022 - 11/1/2024

LOT 1

Month/Year	Qty.	Parts	Deliverable
Nov-22	69,900	13	1b
Nov-22	106,800	7	1a
Nov-22	206,100	14	1b
Nov-22	151,500	6	1b
Nov-22	76,050	14	1b
Nov-22	75,120	13	1b
Nov-22	200,000	3	1a
Nov-22	200,000	3	1b
Dec-22	200,400	7	1a
Dec-22	195,000	7	1a
Dec-22	103,000	3	1a
Dec-22	51,000	3	1a
Dec-22	16,200	10	1a
Dec-22	39,000	10	1a
Dec-22	81,000	6	1b
Jan-23	26,100	10	1a
Mar-23	15,750	14	1b
Mar-23	255,840	13	1b
May-23	195,000	6	1b
May-23	50,400	14	1b
May-23	206,500	5	1b
Jul-23	351,900	10	1a
Jul-23	94,500	10	1a
Jul-23	274,800	10	1a
Jul-23	97,800	10	1a
Jul-23	29,025	14	1b
Jul-23	27,000	3	1a
Jul-23	27,000	3	1a

LOT 2

Month/Year	Qty.	Parts	Deliverable
Nov-22	45,000	3	2a
Nov-22	262,800	2	1b
Nov-22	102,600	2	1b
Nov-22	26,000	2	1a
Nov-22	52,200	2	1b
Nov-22	25,200	2	1b
Dec-22	102,600	2	1b
Jan-23	25,000	3	2b
Jan-23	25,000	3	2b
Apr-23	27,500	3	2b
May-23	50,000	2	1a
May-23	52,200	2	1b
Jun-23	25,200	2	1b
Jul-23	27,500	3	2b
Jul-23	27,000	2	1b
Aug-23	27,500	3	2b
Sep-23	110,000	2	1a
Oct-23	26,250	3	2b
Oct-23	106,200	2	1b
Nov-23	259,200	2	1b
Jan-24	10,000	2	1a
May-24	10,000	3	2b
Jun-24	100,800	2	1b
Sep-24	100,800	2	1b
Sep-24	10,000	2	1b
Sep-24	10,000	2	1b
Sep-24	10,000	2	1b
Sep-24	10,000	2	1b

LOT 3

Month/Year	Qty.	Parts	Deliverable
Feb-23	300,000	2	2a
Feb-23	201,400	1	1d
Feb-23	50,400	4	3b
Feb-23	10,050	2	2b
Feb-23	397,500	1	1c
Feb-23	162,000	2	2a
Feb-23	108,000	1	1a
Feb-23	10,600	1	1b
Jul-23	397,500	1	1c
Jul-23	324,000	2	2a
Jul-23	50,400	4	3b
Jul-23	21,200	1	1b
Jul-23	100,700	1	1e
Jul-23	201,400	1	1d
Jul-23	150,000	2	2b
Jul-23	201,400	1	1e
Nov-23	162,000	2	2a
Nov-23	50,400	4	3b
Jan-24	437,250	1	1c
Jan-24	171,000	2	2a
Jan-24	42,400	1	1b
Apr-24	397,500	1	1c
Apr-24	324,000	2	2a
Apr-24	180,200	1	1e
Apr-24	180,200	1	1e
May-24	397,500	1	1c
May-24	55,200	4	3b
May-24	201,400	1	1d

Month/Year	Qty.	Parts	Deliverable
Aug-23	249,900	10	1a
Aug-23	110,100	10	1a
Aug-23	292,560	13	1b
Aug-23	50,160	13	1b
Aug-23	254,700	10	1a
Aug-23	108,600	10	1a
Aug-23	284,850	14	1b
Aug-23	164,925	14	1b
Aug-23	150,000	10	1a
Aug-23	53,400	10	1a
Aug-23	213,750	14	1b
Aug-23	275,100	11	1a
Aug-23	229,680	13	1b
Sep-23	59,625	14	1b
Dec-23	231,000	6	1b
Dec-23	53,000	4	1a
Dec-23	300,000	5	1b
Dec-23	150,000	6	1b
Jan-24	256,000	3	1a
Jan-24	291,200	2	1b
Jan-24	110,000	3	1a
Jan-24	100,625	18	1a
Jan-24	150,000	22	1a
Jan-24	160,500	5	1b
Jan-24	150,000	6	1b
Jan-24	55,000	3	1b
Jan-24	28,800	2	1b
Feb-24	28,000	4	1b
Mar-24	200,025	14	1b
Apr-24	150,000	10	1a
Apr-24	150,000	10	1a
Apr-24	150,000	3	1a
Apr-24	100,000	3	1a
Apr-24	150,000	13	1b
May-24	250,000	14	1a

Month/Year	Qty.	Parts	Deliverable
May-24	10,000	3	2b
May-24	10,000	3	2b
Jun-24	10,000	3	2b
Jun-24	25,000	3	2b
Jun-24	10,000	3	2b
Aug-24	10,000	3	2b

Month/Year	Qty.	Parts	Deliverable
Jul-24	150,000	2	2a
Aug-24	55,200	4	3b
Sep-24	150,000	2	2a
Sep-24	100,500	2	2b
Oct-24	251,750	1	1c
Oct-24	150,000	2	2a

Month/Year	Qty.	Parts	Deliverable
May-24	25,000	10	1b
Jun-24	150,000	14	1a
Jun-24	100,200	10	1b
Jul-24	100,000	3	1b
Jul-24	150,000	6	1a
Aug-24	100,200	10	1b
Sep-24	150,000	3	1b
Sep-24	50,000	3	1b
Sep-24	150,000	3	1b
Sep-24	50,000	3	1b
Sep-24	150,000	3	1b
Sep-24	75,000	3	1b
Sep-24	50,000	2	1b
Oct-24	50,000	6	1a
Oct-24	100,050	5	1a
Oct-24	150,000	10	1b
Oct-24	100,080	13	1a
Oct-24	75,000	10	1b