



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** November 9, 2015

**Subject:** FIRST CLASS MAIL SERVICE

**Contract No.:** 14-51-PU

**Effective Dates:** Extended through December 31, 2016

**Vendor:** NEW YORK STATE INDUSTRIES FOR THE DISABLED  
11 Columbia Circle Drive  
Albany, NY 12203

**Telephone:** 518-463-9706

**Pricing:** Per attached document



COUNTY OF ERIE

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO  
DIRECTOR

NYSID

OCT - 5 2014

October 2, 2014

RECEIVED

New York State Industries for the Disabled  
11 Columbia Circle Drive  
Albany, NY 12203  
Attn: Margie Werder

Re: First Class Mail Service Agreement

Dear Ms. Werder:

The County of Erie wishes to extend this agreement for an additional contract period through December 31, 2015 under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the bid specifications. This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend

No, I do not wish to extend

Company Name: New York State Industries for the Disabled, Inc

VP of

Representative (Please print): Karen DiBella Title: Contract Administration & Quality Management

Signature: Karen DiBella Date: Oct 9th 2014

Sincerely,

James D. Kucwicz  
Buyer

Vallie M. Ferraraccio  
Director of Purchase

10/10/2014  
DATE



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the 3rd DAY OF OCTOBER, 2013

by and between NEW YORK STATE INDUSTRIES FOR THE DISABLED (NYSID)

of 11 COLUMBIA CIRCLE DRIVE, ALBANY, NY 12203

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

for: FIRST CLASS MAIL SERVICE.

WHEREAS, the proposal of the Contractor submitted was the prices of

\$.433 for unmetered mail and \$.405 for metered mail, with a \$.012 discount on each; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in the specifications annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Proposal for the above sum.

\_\_\_\_\_ Paid monthly upon presentation of invoices.  
\_\_\_\_\_ XXX \_\_\_\_\_ Upon delivery, completion and approval of the  
work, as per specifications.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: NEW YORK STATE  
INDUSTRIES FOR THE  
DISABLED

by [Signature] Director of Purchase      by [Signature]  
Date 1/31/2014      Title Karen DiBella  
Contract Manager and QM VP

Date January 9, 2014

APPROVED AS TO FORM

Electronically Signed  
\_\_\_\_\_  
Assistant County Attorney  
County of Erie, New York

Date \_\_\_\_\_

## **Mail Service for First Class Mail Specifications**

### **1.0 General**

The intent of this agreement is to contract with an established mail service contractor to provide first class mail services for Erie County. The successful contractor is expected to provide effective and efficient service to pick-up, process and deliver first class mail to the Post Office for delivery per the following terms and specifications.

### **2.0 Project Overview**

Erie County (County) is seeking a qualified vendor for Mail Service for First Class Mail. The County currently processes approximately 1,500,000 pieces of outgoing mail annually. A 2012 summary of approximate mail totals are included as Attachment A of this bid specification. The quantities listed are estimated and should not be construed to be guaranteed, maximum or minimum quantities.

Mail is delivered by various Departments to a central location within the Rath Building, 95 Franklin Street, Buffalo, for processing. First Class mail may or may not be pre-sorted. The mail may or may not have postage applied in advance.

The contractor will be expected to pick up outgoing mail at least once daily with a final pickup between 3 and 3:45 pm, Monday through Friday, except County holidays. This pick up schedule may be amended upon mutual agreement between the County and the Contractor. The pick-up location for all County mail will be:

Erie County Department of Information & Support Services and  
Department of Social Services Combined Mail Room  
Rath Building, 4<sup>th</sup> Floor  
95 Franklin Street  
Buffalo, N.Y. 14202

The Contractor may meter some or all of the County's first class mail with the correct date and correct postage at the discount rate established by this bid. The Contractor will meter international mail when necessary. The Contractor is expected to collect, sort, weigh, meter, seal, commingle and apply bar-codes and postage as necessary. Contractor must have capability to perform bar coding as required for U.S.P.S. mail. The Contractor must pick up mail from the County mail room, transport mail to their offsite location and deliver mail to the Post Office on the same business day. The pick-up and the delivery must be made prior to the cut off time established by the post office for receipt of pre-sort mail to insure postmark on the same business day of pick-up. Contractor will pick up County mail and sort it in such a manner that the lowest postage cost is achieved. Contractor must have the capability to print information on the front surface of envelopes such as: "Return Service Requested" and "Important Tax Document Enclosed". Contractor shall ensure that the proper levels of security are maintained in the delivery process and shall be responsible for maintaining the security of County mail at all times against theft and tampering.

Contractor shall ensure that they are familiar with and perform in accordance with all applicable U.S. Postal Service rules and regulations. Contractor shall be solely responsible for any non-compliance with applicable rules and regulations, including but not limited to any litigation, fines or fees resulting thereof.

On a monthly basis, the Contractor will review outgoing mail to ensure County departments are utilizing the most cost effective pricing schedules and provide a summary report to the County on a quarterly basis or sooner, as conditions dictate. Upon request, the Contractor must visit County departments and educate employees on ways to maximize postage savings by utilizing the correct pricing schedules for outgoing mail. The frequency of requests will not be unreasonable and in no event will the Contractor be required to provide more than four one hour meetings per year.

### **3.0 Term of Agreement**

This agreement will be in effect from October 27, 2013 through December 31, 2014, with the possibility of two one-year extensions, from January 1, 2015 through December 31, 2015, and from January 1, 2016 through December 31, 2016, upon mutual agreement between the County and Contractor.

## 4.0 Invoicing/Statements

The Contractor is required to submit one comprehensive invoice/statement on a weekly basis to a place designated by the County at the time of award. The statements must clearly show the postal expenses *as per the items listed in the bid sheet* which are debited against deposited accounts. The statement must include itemized expense for all department cost centers and types of mail services rendered under this contract according to the bid prices provided in Table B. The statement must be submitted to the County within three working days of the period for which the services are rendered. Prior to award, the content and format of the statement will be determined upon mutual agreement of both the County and Contractor.

Contractor's monthly spreadsheet report will be inclusive of all days per calendar month and will include the following:

- Volume of weekly mail related activities
- Number of pieces of outgoing U.S. mail
- Volume of U.S. mail metered, sorted and bar coded and the lowest rate
- Number of non-delivered items and disposition of such
- Number of pieces requiring special handling (i.e. Certified Mail, packages, etc.)
- Percentages of non-qualifying and special handling mail by quantity and rate
- Amount due for postage costs (metering)
- Any outstanding issues related to the actual daily pickup of County mail

Statements generated under this bid are subject to audit.

## 5.0 Contact Information

The contractor must provide direct contact information for the individual (s) directly responsible for the performance of services listed herein including name, title, telephone number and e-mail address.

## 6.0 Licenses and Permits

Contractor is required to provide copies of any and all current licenses and permits necessary to provide services as specified herein.

## 7.0 Price Changes

Price changes will be allowed only upon changes to the postal rate as set by the U.S. Postal Service and must be submitted to the County by the Contractor in writing with appropriate documentation. The additional per unit postal cost for the five digit zip code pre-sort rate will be added to the base rate provided in this bid. Should price changes not be acceptable to both parties, the contract will not be extended.

### Attachment A – Erie County Mail Totals (2009)

No minimum piece count will be required, as amounts may vary on a daily basis.

First Class Postage – approximately 1,700,000 pieces annually

Metered Mail – approximately 75% or 1,275,000 pieces annually

Un-Metered Mail – approximately 25% or 425,000 pieces annually

Approximate breakout		TOTAL	metered	unmetered
1 oz.	- 83%	1,245,000	933,750	311,250
2 oz.	- 6%	90,000	67,500	22,500
3oz.	- 1%	15,000	11,250	3,750
Flats	- 8%	120,000	90,000	30,000
Full Postage	2%	<u>30,000</u>	<u>22,500</u>	<u>7,500</u>
		1,500,000	1,125,000	375,000

**Attachment B: Pricing – Submitted by NYSID 9/24/2013**

**First Class Mail**

<b>Weight:</b>	<b>1 oz.</b>	<b>2 oz.</b>	<b>3 oz.</b>
<b>B.1 UnMetered Unit Price</b>			
<b>Unmetered Mail:</b>	<b>.433</b>	<b>.433</b>	<b>.683</b>
<b>B.2 Metered</b>			
<b>Mail Rates:</b>	<b>.405<sup>1,2</sup></b>	<b>.405<sup>1,2</sup></b>	<b>.655<sup>1,2</sup></b>

**REBATE OFF OF THE ABOVE PRICES : \$.012 each**

**County of Erie will be responsible for the incremental postage (full postage) cost of mail that is not able to be presorted.**

**B.3 Unmetered Flats**

**Savings Off of Full Postage Rate:**

**For Mail That Qualifies At:**

<b>5 Digit:</b>	<b>\$ .12 savings per piece</b>
<b>3 Digit:</b>	<b>\$ .10 savings per piece</b>
<b>ADC:</b>	<b>\$ .08 savings per piece</b>
<b>Mixed AADC:</b>	<b>\$ .05 savings per piece</b>

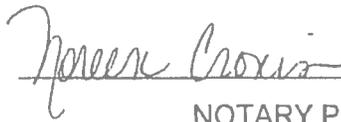
**B.4 Metered Flats: Metering of Flats at the County of Erie will nullify ability to receive USPS discounts.**

**Name/Title: Margie Werder, WNY Account Representative  
9/24/2013**



STATE OF NEW YORK    )  
                                  )  
                                  )    ss:  
COUNTY OF ALBANY    )

On this 9th day of January, 2014, before me personally came Karen DiBella, to me known, who being duly sworn, did depose and say that she resides at 147Swift Road, Voorheesville, New York; that she is the VP of Contract Admin. & Quality Mgmt. of the NYS Industries for the Disabled, Inc., the corporation described in and which executed the foregoing instrument; that she knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

  
\_\_\_\_\_  
NOTARY PUBLIC

NOREEN A CRONIN  
Notary Public, State of New York  
No. 01CR6255449  
Qualified in Greene County  
Commission Expires February 6, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dominick Falcone Agency, Inc. 901 Lodi Street Syracuse, NY 13203 David MacLachlan	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 315-422-6128		FAX (A/C, No): 315-422-0015
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Immediate Mailing Services Inc 245 Commerce Blvd Liverpool, NY 13088	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Ohio Security Insurance Co		24082
	<b>INSURER B:</b> American Fire and Casualty		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	BKA53244549	08/18/2014	08/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BAA53244549	08/18/2014	08/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		USO53244549	08/18/2014	08/18/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWA53244549	08/18/2014	08/18/2015	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ 500,000 E. L. DISEASE - EA EMPLOYEE \$ 500,000 E. L. DISEASE - POLICY LIMIT \$ 500,000

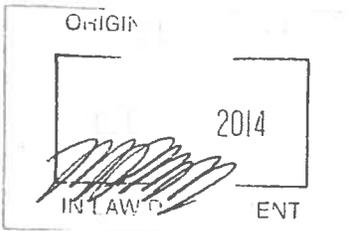
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)  
**RE:** All work done usual to insured's operations  
 Certificate holder as required by written contract is included as an additional insured for ongoing operations on the General Liability policy & the Auto Liability policy

ORIG  
  
 IN LAW

<b>CERTIFICATE HOLDER</b>  County of Erie 95 Franklin Street Buffalo, NY 14202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p> <p>Immediate Mailing Services, Inc 245 Commerce Blvd Liverpool, NY 13088</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b> 315-437-4189</p> <p><b>1c. NYS Unemployment Insurance Employer</b> 2221258</p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 16-1313143</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>County of Erie 95 Franklin Street Buffalo, NY 14202</p> 	<p><b>3a. Name of Insurance Carrier</b> American Fire and Casualty Company</p> <p><b>3b. Policy Number of entity listed in box "1a"</b> XWA53244549</p> <p><b>3c. Policy effective period</b> <u>8/18/2014 to 8/18/2015</u></p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Dominick Falcone Agency, Inc  
David MacLachlan

Approved by:  12/10/14

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: (315) 422 - 6128

*Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.*

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.