

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.ny.gov>

**CONTRACT AWARD NOTIFICATION**

<b>Title</b>	<b>: Group 23000 – MISCELLANEOUS OFFICE SUPPLIES (Statewide)</b> <b>Classification Codes: 14 &amp; 44</b>
<b>Award Number</b>	<b>: <a href="#">21030 - E*-EE-RA-RM</a> (Replaces Award 18141)</b>
<b>Contract Period</b>	<b>: May 15, 2008 to May 14, 2013</b>
<b>Bid Opening Date</b>	<b>: November 14, 2007</b>
<b>Date of Issue</b>	<b>: May 15, 2008 (Revised July 10, 2012)</b>
<b>Specification Reference</b>	<b>: As Incorporated In The Invitation for Bids and Purchasing Memorandum dated October 30, 2007</b>
<b>Contractor Information</b>	<b>: Appears on Pages 2 &amp; 3 of this Award</b>

**Address Inquiries To:**

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Dan DeBerardinis Title : Purchasing Officer I Phone : 518-474-1912 Fax : 518-486-6867 E-mail : dan.deberardinis@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

**Description**

This contract covers over 20,000 miscellaneous office supplies available from the Office Depot, OfficeMax, Staples Business Advantage and United Stationers Supply Catalogs.

PR #21030

(continued)

**NOTE: See individual contract items to determine actual awardees.**

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED. ID. #/ NYS VENDOR ID
PC64674 SB	<b>EATON OFFICE SUPPLY CO., INC.</b> 180 John Glen Dr. Amherst, NY 14228	(800) 365-3237 (716) 691-6100 Customer Service Fax No: (800) 756-4011 (716) 691-6074	160417340/ 1000007435
<b>CANCELLED</b> SB	<b>ESCO STATIONERY CO., INC</b> 255 West 36th Street New York, NY 10018	<b>CONTRACT SUSPENDED as of 3/9/12. CONTRACT CANCELLED as of 7/9/12</b>	130684142/ 1000006066
PC63827	<b>OFFICE DEPOT, INC.</b> 6600 N. Military Trail Suite 407E Boca Raton, FL 33496	(800) 269-3555, Ext. 142 (585) 350-1049 Deborah L. Deaton Fax No: (800) 973-3376 (585) 350-1030	592663954/ 1000009573
PC63828  MBE	<b>OFFICEMAX INCORPORATED</b> 1999 Mt. Read Blvd. Rochester, NY 14615 DISC: 1% - 15 Days  <u>Authorized Dealer:</u> Guy Brown Management LLC/ DBA Guy Brown Products LLC 9003 Overlook Blvd. Brentwood, TN 37027	(866) 466-5514 (585) 370-4102 Al Schum Fax No: (800) 572-6473  Tel: (800) 564-8008 Fax: (888) 562-0400 <a href="mailto:customerservice@guybrownproducts.com">customerservice@guybrownproducts.com</a> <a href="http://www.omxsolves.com/nys/guybrown/index.cfm">http://www.omxsolves.com/nys/guybrown/index.cfm</a> username: nys password: guybrown	820100960/ 1000009713  562074389/ 1100008988
PC63829 SB M/WBE	<b>S&amp;B COMPUTER &amp; OFFICE PRODUCTS, INC.</b> 1 Fairchild Square Clifton Park, NY 12065	(800) 254-8089 (518) 877-9500 Customer Service Fax No: (800) 808-8569 (518) 877-3800	141752798/ 1000007137
PC63830	<b>STAPLES CONTRACT &amp; COMMERCIAL, INC D/B/A STAPLES BUSINESS ADVANTAGE</b> NYS Customer Service Dept. 125 Mushroom Blvd. Rochester, NY 14623 DISC: 1% - 15 Days  <u>Please remit all payments to:</u> Staples Inc., and Subsidiaries Dept. Roc PO Box 415256 Boston, MA 02241-5256	<u>FOR ORDERS, ORDER STATUS, CREDITS &amp; PRODUCT QUESTIONS:</u> (877) 285-8852 FAX NO: (877) 285-8850  <u>FOR INQUIRIES (CUSTOMER SET-UP, POLICIES, ORDERING, ETC.)</u> <u>Districts A-D</u> Jeffrey R. Jones (877) 482-8026, Ext. 142 FAX NO: (877) 482-8027 E-MAIL: <a href="mailto:jeffrey.jones@staples.com">jeffrey.jones@staples.com</a> <u>District D</u> David Connolly (800) 950-1257, Ext. 4619 FAX NO: (877) 219-3486 <a href="mailto:david.connolly@staples.com">david.connolly@staples.com</a>	043390816/ 1000005286

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<b>CONTRACT#</b>	<b>CONTRACTOR &amp; ADDRESS</b>	<b>TELEPHONE #</b>	<b>FED. ID. #</b>
<b>MBE</b>	STAPLES BUSINESS ADVANTAGE (cont.) <b>Authorized Dealer:</b> PROFTECH, LLC 200 CLEARBROOK RD ELMSFORD, NY 10523	Tel: (855) 273-1628 Fax: (877) 285-8850 <a href="mailto:proftechdiversity@staples.com">proftechdiversity@staples.com</a>  <a href="http://www.staplesadvantage.com/nysproftech">http://www.staplesadvantage.com/nysproftech</a>	13-3978457/ 1000006511
<b>PC64675</b>	<b>THE WEEKS LERMAN GROUP, LLC</b> 58-38 Page Pl. Maspeth, NY 11378-2278	(800) 544-5959 (718) 803-4924 (718) 803-4924 Fax No.: (718) 803-4795	113297099/ 100000710
<b>PC63831 SB</b>	<b>WORLD CLASS BUSINESS PRODUCTS</b> 48-49 35th Street Long Island City, NY 11101-2511	(800) 374-2240, Ext. 7330 (718) 472-7330 John Krusinski Fax No.: (718) 482-0535	113278509/ 1000005909

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

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**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.

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).

**PRICE:**

Prices include all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency, including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

If an authorized user requires inside delivery, such as to an upper floor, it must clearly indicate on purchase order that inside delivery is required and the specific location where inside delivery is required to be made. (Authorized users should use terminology such as "INSIDE DELIVERY TO ROOM \_\_\_\_\_ LOCATED ON \_\_\_\_\_ FLOOR," etc., when inside delivery is required.) An authorized user may be charged additional inside delivery costs when inside delivery is required; authorized user will not be charged for delivery to building location since price is FOB destination; authorized user must be informed of the additional cost prior to delivery and agree to the additional charge. NOTE: If it is determined the contractor is charging excessive amounts for inside delivery, the State may seek reimbursement for such amounts, may deem the contractor non-responsible, and may cancel the contract.

Price increases or decreases per item will be allowed quarterly, based on the manufacturers' list pricing published quarterly in the United Stationers Supply (USS) Pocket Pricing Guide, but percentage discounts reflected in net pricing must remain the same or better for the entire contract period. Percentage discounts must be based on the manufacturers' list prices in the quarterly published USS Pocket Pricing Guide. This applies to all of the referenced catalogs: Office Depot, OfficeMax, Staples Business Advantage and United Stationers Supply. Price revisions for manufacturers' list prices not included in the USS Pocket Pricing Guide will be based on the nationally published quarterly pricing guides issued by Office Depot, OfficeMax and Staples Business Advantage.

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**HOW TO USE THIS CONTRACT:**

You have the flexibility of choosing the contractor or contractors (listed below) offering the pricing and services that best meet your agency's needs. Only the catalog and the contractor's net price list, both available upon request, are required to place your order. In addition, electronic access ordering is available from all contractors. (See "Performance Requirements" for more details on contract use.) Please bear in mind that pricing listed is based on the specified minimum order for each contractor (\$50 or lower), and better pricing for larger volume orders may be available at the individual contractor's option. Contact persons for each contractor are listed on pages 2 and 3.

**SUMMARY OF CONTRACTORS BY DISTRICT**

	CONTRACTOR	DISTRICTS
SB	Eaton Office Supply Co., Inc.	A & B
SB	ESCO Stationery Co., Inc.	<b>CANCELED 7/9/12</b>
	Office Depot, Inc.	A, B, C & D
	OfficeMax, Inc.	A, B, C & D
SB,M/WBE	S&B Computer & Office Products Inc.	A, B & C
	Staples Business Advantage	A, B, C & D
	The Weeks Lerman Group, LLC	D
SB	World Class Business Products	C & D

**DISTRICTS:**

Districts are grouped by counties as follows:

<u>DISTRICT A</u>	<u>DISTRICT B</u>	<u>DISTRICT C</u>	<u>DISTRICT D</u>
Allegany	*Broome	*Albany	*Bronx
Cattaraugus	*Cayuga	Clinton	*Dutchess
*Chautauqua	Chenango	Columbia	*Kings
*Chemung	Cortland	Essex	*Nassau
*Erie	Delaware	Franklin	*New York
*Genesee	Fulton	Greene	*Orange
*Livingston	Hamilton	*Rensselaer	*Putnam
*Monroe	*Herkimer	*Saratoga	*Queens
*Niagara	Jefferson	*Schenectady	*Richmond
*Ontario	Lewis	*Warren	*Rockland
*Orleans	*Madison	*Washington	*Suffolk
Schuyler	*Montgomery		Sullivan
Seneca	*Oneida		Ulster
Steuben	*Onondaga		*Westchester
*Wayne	*Oswego		
Wyoming	Otsego		
Yates	St. Lawrence		
	*Schoharie		
	*Tioga		
	Tompkins		

\*24 to 48 hour delivery required. See "DELIVERY" clause.

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**CONTRACTOR FOR DISTRICTS A & B**

**EATON OFFICE SUPPLY CO., INC. - SB**

Catalog: United Stationers Supply (USS) 2011 (See "Exclusions/Additions" clause Page 13)

Discount: Various

Inside Storeroom Delivery: No Charge

Inside Desk Delivery: No Charge

Guaranteed Delivery: 24 to 48 hours A/R/O to all asterisked counties in Districts A & B

Contractor will provide 24 to 48 hour A/R/O to non-asterisked counties in Districts A & B upon request at no additional charge

Guaranteed Delivery where 24 to 48 hours is not required: 5 Days A/R/O

Guaranteed Delivery for Custom and Large Volume Orders: 30 Days A/R/O

Restocking Charge: None

Minimum Order: \$50.00

Will honor orders under \$50.00 for an additional charge

Electronic Access Ordering is available. Contact contractor for details.

Accepts New York State Purchasing Card for orders up to \$15,000.00

**CONTRACTORS FOR DISTRICTS A, B, C & D**

**ESCO STATIONERY CO., INC. - SB (CANCELLED 7/9/12)**

Catalog: United Stationers Supply (USS) 2011 (See "Exclusions/Additions" clause Page 13)

Discount: Various

Inside Storeroom Delivery: No Charge

Inside Desk Delivery: No Charge

Guaranteed Delivery: 24 to 48 hrs. A/R/O to all asterisked counties in all districts

Guaranteed Delivery where 24 to 48 hours is not required: 5 Days A/R/O

Guaranteed Delivery for Custom and Large Volume Orders: 30 Days A/R/O

Restocking Charge: 10%

Minimum Order: No minimum order

Accepts New York State Purchasing Card for orders up to \$15,000.00

Volume discounts may be negotiated

**OFFICE DEPOT, INC.**

Catalog: Office Depot 2011 (See "Exclusions/Additions" clause Page 13)

Discount: Various

Inside Storeroom Delivery: No Charge

Inside Desk Delivery: No Charge

Guaranteed Delivery: 24 to 48 hrs. A/R/O to all asterisked counties in all districts

Guaranteed Delivery where 24 to 48 hours is not required: 2 Days A/R/O

Guaranteed Delivery for Custom and Large Volume Orders: 30 Days A/R/O

Restocking Charge: No charge for Office Depot stocked merchandise

Minimum Order: \$50.00

Will honor orders under \$50.00 for an additional charge

Accepts New York State Purchasing Card for orders up to \$15,000.00

Retail Store Hours: Monday-Friday 8:00 am to 9:00 pm / Saturday 9:00 am to 9:00 pm / Sunday 10:00 am to 6:00 pm

Office Depot, Inc., is a combined check vendor and direct deposit vendor

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**CONTRACTORS FOR DISTRICTS A, B, C & D**

**OFFICEMAX, INC.**

Catalog: OfficeMax General Line 2011 Catalog (See "Exclusions/Additions" clause Page 13)

Discount: Various

Inside Storeroom Delivery: No Charge

Inside Desk Delivery: No Charge

Guaranteed Delivery: 24 to 48 hrs. A/R/O to all asterisked counties in all districts at no additional charge

Contractor will provide 24 to 48 hour A/R/O to non-asterisked counties in Districts A, B C & D upon request at no additional charge

Guaranteed Delivery where 24-48 hour delivery is not required: 2 Days A/R/O

Guaranteed Delivery for Custom and Large Volume Orders: 2-21 Days A/R/O

Restocking Charge: None

Minimum Order: \$50.00

Will honor orders under \$50.00 for an additional charge

Accepts New York State Purchasing Card for orders up to \$15,000.00

Retail Store Hours (100 stores statewide): 7:00 am to 9:00 pm – **pre-registration is required**

**STAPLES CONTRACT COMMERCIAL, INC.**

**d/b/a STAPLES BUSINESS ADVANTAGE**

Catalog: Staples Full Line Catalog 2011 (See "Exclusions/Additions" clause Page 13)

Discount: Various

Inside Storeroom Delivery: No Charge

Inside Desk Delivery: No Charge

Guaranteed Delivery: 24 to 48 hrs. A/R/O to all asterisked counties in all districts at no additional charge

Contractor will provide 24 to 48 hour A/R/O to non-asterisked counties in Districts A, B C & D upon request at no additional charge

Guaranteed Delivery where 24-48 hour delivery is not required: 5 Days A/R/O

Guaranteed Delivery for Custom and Large Volume Orders: 10 to 30 Days A/R/O

Restocking Charge: None

Minimum Order: \$20.00

Accepts New York State Purchasing Card for orders up to \$15,000.00

Minimum Order for use of New York State Purchasing Card: \$40.00

**CONTRACTOR FOR DISTRICTS A, B & C**

**S&B COMPUTER & OFFICE PRODUCTS INC. - SB, M/WBE**

Catalog: United Stationers Supply (USS) 2011 (See "Exclusions/Additions" clause Page 13)

Discount: Various

Inside Storeroom Delivery: No Charge

Inside Desk Delivery: No Charge

Guaranteed Delivery: 24 to 48 hours A/R/O to all asterisked counties in Districts A, B & C

Contractor will provide 24 to 48 hour A/R/O to non-asterisked counties in Districts A, B & C upon request at no additional charge

Guaranteed Delivery where 24 to 48 hours is not required: 2 to 5 Days A/R/O

Guaranteed Delivery for Custom and Large Volume Orders: 10 to 20 Days A/R/O

Restocking Charge: 10%

Minimum Order: \$50.00

Will honor orders under \$50.00 for a \$5.00 charge per order

Accepts New York State Purchasing Card for orders up to \$15,000.00

Volume discounts may be negotiated

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**CONTRACTOR FOR DISTRICTS C&D**

**WORLD CLASS BUSINESS PRODUCTS - SB**

Catalog: United Stationers Supply (USS) 2011 (See "Exclusions/Additions" clause page 13)

Discount: Various

Inside Storeroom Delivery: No Charge

Inside Desk Delivery: No Charge

Guaranteed Delivery: 24 to 48 hours A/R/O to all asterisked counties in Districts C & D

Guaranteed Delivery where 24 to 48 hours is not required: 3 Days A/R/O

Guaranteed Delivery for Custom and Large Volume Orders: 29 Days A/R/O

Restocking Charge: 10%

Minimum Order: \$50.00

Will honor orders under \$50.00 for an additional charge

Accepts New York State Purchasing Card for orders up to \$15,000.00

**CONTRACTOR FOR DISTRICT D**

**THE WEEKS LERMAN GROUP, LLC**

Catalog: United Stationers Supply (USS) 2011 (See "Exclusions/Additions" clause Page 13)

Discount: Various

Inside Storeroom Delivery: No Charge

Inside Desk Delivery: No Charge

Guaranteed Delivery: 24 to 48 hours A/R/O to all asterisked counties in District D

Contractor will provide 24 to 48 hour A/R/O to non-asterisked counties in District D upon request at no additional charge

Guaranteed Delivery where 24 to 48 hours is not required: 2 Days A/R/O

Guaranteed Delivery for Custom and Large Volume Orders: 14 Days A/R/O

Restocking Charge: 10%

Minimum Order: \$50.00

Will honor orders under \$50.00 for an additional charge

Electronic Access Ordering is available. Contact contractor for details.

Accepts New York State Purchasing Card for orders up to \$10,000.00

**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.

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**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](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto: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 purchase order(s) from the agency or agencies.

**OVERLAPPING CONTRACT ITEMS:**

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

**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.ny.gov](http://www.ogs.ny.gov)).

**PROCUREMENT LOBBYING TERMINATION:**

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

**SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

**MERCURY-ADDED CONSUMER PRODUCTS:**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information:  
<http://www.dec.state.ny.us/website/dshm/redrecy/c145home.html>.

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**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site ([www.ogs.ny.gov](http://www.ogs.ny.gov)). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

These contracts may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**MINIMUM ORDER:**

Minimum order is \$50.00 dollars. Contractor may choose to offer a lower minimum order, but may not offer a minimum order exceeding \$50.00 dollars. Contractor may offer a different minimum order, not to exceed \$50.00 dollars, for use with the State Purchasing Card. See "NEW YORK STATE PROCUREMENT CARD" clause in Appendix B, OGS General Specifications.

**METHOD OF AWARD:**

The State reserves the right to maintain up to six contractors per district for the duration of the contract period, if it is in the best interest of the State. The State reserves the right to add additional contracts from the November 14, 2007 bid opening to maintain up to six contractors per district.

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**VOLUME DISCOUNTS:**

Contractors may negotiate better pricing with customers either on an individual, district, or statewide basis at any time throughout the contract period.

**DELIVERY:**

Delivery must be completed within 24 to 48 hours to 5 business days after receipt of order, with the exception of custom and large volume orders which must be delivered within 10 to 30 business days after receipt of order. Twenty-four to 48 hour delivery must be provided **at no additional cost** to all requesting customers located in the counties designated by an asterisk in the "DISTRICTS" clause. Delivery to remaining areas within five business days shall be acceptable. At the bidder's option, 24 to 48 hour delivery may be offered to other locations either at no additional cost or at an additional price. The State reserves the right to negotiate or to make no award on optional 24 to 48 hour delivery or to negotiate or to reject any bid offering excessive pricing for 24 to 48 hour delivery.

Contractor shall be required to deliver in accordance with customer agencies' security rules.

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

**METHOD OF DELIVERY:**

The contractor offers (1) tailgate delivery, (2) inside storeroom delivery, and (3) inside desk delivery. Pricing offered must reflect unloaded on dock delivery pricing. The State reserves the right to negotiate or to make no award or to reject a bidder charging excessive amounts for inside delivery. See "METHOD OF AWARD" and "DELIVERY" clauses.

**ESTIMATED QUANTITIES:**

Each contract shall be for the quantities or dollar values actually ordered during the contract period. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner.

**CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for a term of five years as stated herein.

Discounts are firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of this contract award. Price decreases or discount increases are permitted at any time. Customer agencies will be encouraged to negotiate additional discounts, where possible.

**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:**

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.

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**ADDITION OF PRODUCTS:**

Subsequent to award, consideration may be given to the addition of products to a contract as a part of the price list if such products are:

- Needed by a client agency;
- Similar to those already awarded, or are of the same product line;
- Priced commensurately with other products already awarded.

**EXCLUSIONS/ADDITIONS:**

The State reserves the right to delete or add products before or after award. Please refer to "PREFERRED SOURCE ITEMS" and "OVERLAPPING CONTRACT ITEMS" clauses. Specific catalog exclusions follow:

<u>Catalog</u>	<u>Excluded Pages</u>
2012 Office Depot	Pages 329-477, 896-937
2012 OfficeMax	Pages 513-630, 632-686
2012 Staples Business Advantage	Pages 352-394, 398-424, 426-451, 667-669
2012 United Stationers Supply	Pages 4-190, 202-239,245-283

**PREFERRED SOURCE PRODUCTS:**

Section 162 of the State Finance Law requires that agencies afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, and others determined by law, when such products/services meet the form, function and utility of the agency.

Contractors will be required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

**Agencies Note:** Some products/services in this contract may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products/services available from preferred sources which meet your form, function and utility.

Contractors are also required to identify products available from preferred sources by placing a letter code in a column next to the item on the contractor's net price list (hard copy and electronic media) distributed to customers. The letter "B" will represent Industries for the Blind of New York State; "C" will represent Correctional Services, Corcraft; and "D" will represent New York State Industries for the Disabled. The required information will be provided electronically to the contractors by the OGS Procurement Services Group upon issuance of a contract.

In addition, contractors will be encouraged to consider stocking and processing of orders for preferred source products. This is an optional requirement and would require the agreement of both the contractor and the preferred source.

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price  
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

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Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

**PERFORMANCE REQUIREMENTS:**

1. **NEW ACCOUNTS** - Contractors may ask State agencies and other authorized contract users to provide information such as documentation of eligibility to use New York State contracts, agency code, name, address, and contact person in order to facilitate the opening of a customer account. Customer agencies shall not be required to provide credit references.
2. **ORDERS** – Orders shall be accepted by the contractor between the hours of 8:00 a.m. through 5:00 p.m. EST, Monday through Friday, except legal holidays. Contractor shall be capable of accepting orders manually, via facsimile, and electronically via a personal computer web based system. Contractors offering electronic access ordering systems must have the on-line computer capability of receiving supply orders from locations throughout the district bid. The order entry system shall allow agencies to enter orders and shall have full order inquiring capabilities. All orders (manual, fax, electronic) shall reference contract number, requisition and/or purchase order number as required. Electronic access ordering systems shall acknowledge receipt of customers' orders. See No. 22, "Contractor Fill Rate." "The contractor shall inform agencies of the availability date of non-filled and partial orders within 24 to 36 hours after receipt of order."
3. **WEB BASED ORDERING SYSTEM** - Information required in the net price list shall also be included on the web based ordering system. The web based ordering system shall be capable of processing, controlling, documenting, and reporting on the following minimum data elements:
  - Vendor Name and Address
  - Agency/Facility/Political Subdivision, etc.
  - Contract Number
  - Purchase Order/Requisition Numbers
  - Contact (individual placing order)
  - Stock Number, Manufacturer, Description, Unit Cost, Unit of Measure
  - Extended and Total AmountsOnly approved contract items are part of this contract. Non-contract items cannot be sold nor ordered under this contract.
4. **AGENCY ACCESS TO WEB BASED ORDERING SYSTEM** - Each participating agency/facility/political subdivision, etc., will be responsible for obtaining the appropriate communication software, phone or cable lines, and/or modems necessary to access the web based ordering system.
5. **CUSTOMER SUPPORT** - The contractor shall provide toll-free telephone support/assistance at no extra charge to all customer agencies interested in ordering electronically.
6. **TOLL-FREE NUMBERS** - The contractor must provide toll-free telephone and fax numbers within the district for the State's procurement usage. If bidder does not currently maintain toll-free numbers, the bidder must be willing to establish toll-free telephone and fax numbers within 15 calendar days of notification, if awarded a contract.
7. **CUSTOMER SERVICE** - The contractor shall provide a sufficient number of employees for each district who are knowledgeable and responsive to customer needs and who can effectively service the contract. The contractor shall also designate a customer service representative for State contract customers.
8. **PRICE LISTS AND CATALOGS** - The contractor shall provide at no charge, within 30 calendar days of request during the first 30 calendar days of the contract period, sufficient price lists and catalogs to service

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all customers within each district. After the initial 30 calendar days of the contract, additional price lists and catalogs, as requested, shall be provided within 10 calendar days. Customer net price lists shall include the information listed under the "PRICE LIST" and "BID SUBMITTAL" clauses and must identify the period covered. Contractors shall not be required to provide the quarterly pricing guides to customer agencies. In the interest of solid waste management, and to reduce costs, customer agencies will be encouraged to request net price lists electronically (e.g., web, CDs) or by e-mail in Excel spreadsheet. HOWEVER, contractors shall be required to provide hard copy net price lists to all customers who request them. Failure to submit accurate, timely net price lists may result in contract cancellation and disqualification of contractor for future contracts.

9. **PRICE REVISIONS** - Price revisions shall be allowed quarterly, based on the manufacturers' list pricing as published in the United Stationers Supply (USS) Pocket Pricing Guide and, if applicable, the nationally published quarterly pricing guide for OfficeMax, Corporate Express or Staples Business Advantage. Price increases per item shall be allowed, but must continue to reflect the contractor's original discounts or better. See "PRICE LIST" and "METHOD OF AWARD" clauses. Two hard copies and two copies on electronic media of the revised net price lists, along with one copy of the nationally published USS quarterly Pocket Pricing Guide and, if applicable, one copy of the nationally published quarterly pricing guide for Office Max Contract Inc., Corporate Express or Staples Business Advantage, must be submitted to the Office of General Services, Procurement Services Group, for review and approval, on a timely basis, two weeks before the planned distribution date to customers. Failure to submit accurate, timely net price lists may result in contract cancellation and disqualification of contractor for future contracts.
10. **PRICING FOR NEW ITEMS** - In instances where new items are added to the contract, discounts must be in line or better than that offered for similar products in the manufacturer's product lines. Discounts for new items must be equal to or better than the lowest discount offered for a specific manufacturer's products. If there are no similar products in the manufacturer's product line, discounts must be in line or better than that offered for comparable items in other manufacturers' product lines. Contractors will be required, upon request, to provide justification for pricing of new products.
11. **SALE FLYERS** - At the contractor's option, sale catalogs and flyers based on the awarded catalog, that offer further price reductions and/or new products, may be offered to customers. Prior approval by OGS will be required. Also, at the contractor's option, catalogs/price lists developed for a specific customer's specialized requirements may be offered. Again, prior approval by OGS will be required.
12. **MINIMUM ORDER AND PACKAGING** - All orders shall be FOB destination, freight included for minimum orders of \$50.00. See "METHOD OF DELIVERY" clause. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery. Orders must be packaged as directed by the customer agency. Customer agencies shall be advised to combine orders to meet the minimum order. Contractors shall not be required to identify and combine multiple orders received from various departments within a single agency in order to meet the minimum. Contractors may choose to waive delivery fees if multiple orders, under the minimum, are delivered on the same day to the same agency.
13. **DELIVERY POINTS** - Delivery points shall be designated by the ordering agency and may be the specific order desk, storeroom, or dock. Contractors shall be required to deliver in accordance with customer agencies' security rules.
14. **DISCREPANCIES** - The contractor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.
15. **PRODUCT RETURNS, PROBLEM PRODUCT** - Products returned because of quality problems, duplicated shipments, outdated product, damage, etc., shall be picked up by the contractor within ten business days after notification, with no restocking charge, and shall be replaced with specified products, or the agency shall be credited/refunded for the full purchase price. If a defect is not identified within 30 calendar days after delivery, the customer may be required to contact the manufacturer directly. Contractor shall provide customer agencies with the manufacturer's contact number.

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16. **PRODUCT RETURNS, AGENCY ERROR** - Products ordered in error by agencies must be returned for credit within fifteen business days of receipt. Standard stock products must be in resalable condition (original container, unused). The contractor may charge a restocking fee--not to exceed ten percent--for product returns due to agency error.
  17. **SUBSTITUTIONS** - Unauthorized substitutions are not acceptable. Substitutions shall require prior approval by the ordering agency. Authorized substitutions are permitted, only from approved contract items. Contractor shall not be obligated to provide substitutions for discontinued catalog items.
  18. **BILLING/ORDERING SYSTEMS** - Cost centers or branch offices within an agency may require separate invoicing as specified by each agency. The contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different agencies.
  19. **AGENCY SALES REPORTS** - The contractor shall furnish to EACH participating requesting agency, on a monthly basis, a report listing items purchased and total dollar volume of purchases. Contractor shall report approved contract items purchased under this contract.. Non-contract items cannot be included in sales reports under this contract.
  20. **CONTRACTOR FILL RATE** - Within 30 calendar days after the contract commences, each contractor shall maintain a monthly overall average fill rate of 90 percent. Line items that are reordered, back-ordered, or partially filled are not considered filled line items when calculating this service level. Orders not filled and partials shall be indicated on the packing list. The contractor shall inform agencies of the availability date of non-filled and partial orders within 24 to 36 hours after receipt of order. Failure to maintain a 90 percent fill rate may result in contract cancellation. Contractors shall be prepared, upon request, to provide documentation of fill rate to Office of General Services, Procurement Services Group.
  21. **OGS PROCUREMENT SERVICES GROUP REPORTS** - The contractor shall submit a monthly comprehensive report, by district, and by individual customer, listing total sales by the full list catalog pricing and total sales by the net sales pricing to the Office of General Services, Procurement Services Group, on or before the fifteenth of the month following each month of the contract period. Contractor must also be willing to provide sales by item on electronic media upon request. Data shall include manufacturer, description, catalog stock number, list price, net price, and quantity sold. Additional related information may be required and must be supplied upon request. Failure to submit reports on a timely basis may result in contract cancellation and designation of contractor as non-responsible.
  22. **PERFORMANCE SURVEYS** - Contractors shall be required, upon request, to provide performance surveys to customer agencies. Contract performance measures may include, but not be limited to, the following: delivery time, fill rate, response time to inquiries, resolution of problems, employee courtesy, staff knowledgeability, and overall performance. The information reported on the surveys will be used to assess contractor's performance and may, if necessary, be used to determine continuation or cancellation of award.

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**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, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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