

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 23037 – CALENDAR SUPPLIES (Statewide)
		Classification Code(s): 14
Award Number	:	<u>20668</u> (Replaces Award 18331)
Contract Period	:	April 1, 2007 to March 31, 2012
Bid Opening Date	:	January 30, 2007
Date of Issue	:	February 26, 2007 (Revised July 28, 2011)
Specification Reference	:	As Incorporated In The Invitation For Bids and Purchasing Memorandum dated January 22, 2007
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Dan DeBerardinis Title : Purchasing Officer I Phone : 518-474-5535 Fax : 518-474-5052 E-mail : dan.deberardinis@ogs.ny.gov	Procurement Services Group 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 award includes desk, wall, wall/desk planning calendars, appointment books, diaries and journals for the calendar years of 2011 and 2012.

PR # 20668

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62915	W.B. MASON CO., INC. 59 Centre Street Brockton, MA 02303	888/926-2766, Ext. 1226 Josephine Ahearn E-Mail: josephine.ahearn@wbmason.com Fax No.: 866/236-0084 OR 888/926-2766, Ext.1778 Stewart Hinman E-Mail: stewart.hinman@wbmason.com Fax No.: 800/773-4488 Web Site: www.wbmason.com	042455641

Catalog: [NYS Brochure](#) (7,869 KB / PDF Document)

Contractor offers Electronic Access Ordering (EDI). Contact contractor for details.

Contractor will accept the New York State Procurement Card for orders up to \$10,000.00.

Contractor will honor orders for less than the minimum order of \$100.00 and shipping costs will be added in accordance with the "Minimum Order" clause.

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

(continued)

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:

Price includes 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 remove the contractor from the list of eligible bidders, and may cancel the contract.

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CALENDAR YEARS 2011 & 2012 PRICING:

A.-B. SINGLE AND DOUBLE PAGE DESK, WALL AND WALL/DESK CALENDARS, AND MONTHLY DESK PLANNING CALENDARS. Color of covers will be contractor's choice.

NOTE: Desk blotter monthly planning calendars are available from New York State Industries for the Disabled. For ordering information, contact the Disabled at 518/463-9706.

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
A.	<u>Single and Double Page Desk Calendars - printed in black or black and one color.</u>		
	<u>SINGLE PAGE DESK CALENDAR</u> <u>One day to a Page</u>		
1.	<u>Refill Pad, Daily Pad Style,</u> plain edge, full-year calendar page reference, ruled for half hour appointments, one weekday per page, page size 5" x 8"	\$3.23	AAGE45850
2.	<u>Base for Item 1 refill pad, 5" x 8"</u>	\$4.02	AAGE5800
3.	<u>"Flip-A-Week Desk Calendar and Base with QuickNotes Style Format,"</u> 12 months, weekly Pages flip up & drop into storage base, past, Current & future month's reference blocks on Each page, weekly format including weekends, QuickNotes area on each page, page size 5-5/8" x 7"	NO LONGER AVAILABLE	
4.	<u>Refill QuickNotes Flip A Week for SW706X-00</u>	\$4.39	AAGSW70650

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
	<u>DOUBLE PAGE DESK CALENDARS</u> One day to a two-page spread for each weekday, one page for each Saturday, one page for Sunday.		
5.	<u>Refill Pad, compact daily book style</u> with two pages for each weekday, hole punched, unruled, past, current and future month reference, page size 3" x 3-3/4" This item now includes monthly tabs.	\$2.02	AAGE91950
6.	<u>Base for Item 3 refill, 3" x 3-3/4" pad</u>	\$4.81	AAGE1900
7.	<u>Refill Pad, daily book style</u> with two pages for each weekday, hole punched, past, current and future months reference, half-hourly appointments, page size 3-1/2" x 6"	\$.54	AAGE71750
8.	<u>Daily Desk Calendar Refill w/Monthly Tabs,</u> two-page per weekday spread, Saturday & Sunday have one page each, half-hourly appointment times, includes monthly tab set with current month reference, plus one past and one future month on front, reverse side is lined, page size 3-1/2" x 6"	\$3.12	AAGE717T50
9.	<u>Base for Items 5 & 6 Refill, 3-1/2" x 6" pad</u>	\$1.39	AAGR1700

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
B. <u>WALL AND WALL/DESK CALENDARS</u>			
10.	<u>“Today Is” wall calendar</u> , separate sheet for each day (Saturday & Sunday combined), large numerals, black rigid vinyl backboard with eyelet, overall size of calendar 6-5/8" x 9-1/8", page size 6" x 6"	\$4.77	AAGK100
11.	<u>Refills for above “Today Is” sheet size</u> 6" x 6"	\$3.11	AAGK150
12.	<u>Vertical/Horizontal paper wall calendar</u> , reversible, full-year wall planner - vertical year on one side, horizontal year on the other side, or calendar year on one side, academic/fiscal year on the other side. Page size 24" x 36".	\$1.91	AAGPM21228
13.	<u>Yearly Wall Calendar</u> , 12 months, block size: 1" x 1-1/2", metal bound at top & bottom with hanging eyelet, page size 24" x 36".	\$2.53	AAGPM1228

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
14.	<u>Monthly Desk/Wall Calendar.</u> sixteen month or eighteen month planner dated September thru December or July to December of the following year. Can be used on desk or wall and is also three hole punched to fit standard 3-ring binder. Heavy index stock pages, one month to a page, page size 11" x 8"	\$1.77	AAGSK1616
15.	<u>Monthly Wall Calendar.</u> a Julianized wall calendar useful to data processing departments, Gregorian dates given in large numerals with Julian dates progressively numbered 001-366 in small numerals in upper right hand corner of each date square, twelve months - January thru December, wire bound, with hanger 12" x 17"	\$2.26	AAGPM228
16.	<u>Monthly Wall Calendar,</u> same as No. 15 above, except block size 2-11/6" x 4-3/8", page size 20" x 30"	\$3.26	AAGPM428
17.	<u>Three Month Reference Wall Calendar,</u> past, current, and future months displayed, 12 months - January thru December, printed in blue & red ink on white paper, wire bound with hanger, 12-1/4" x 27"	\$4.68	AAGPM1128

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
18.	<u>Laminated Monthly Wall Calendar</u> , one laminated month per page with write-on/wipe-off surface, includes six double-sized sheets (2 months per sheet), full-year calendar reference on each month, white wirebound with hanging loop, wet-erase marker included, page size 15-1/2" x 22-3/4"	\$10.19	AAGPMLM0328
19.	<u>Vertical/Horizontal Wall Calendar erasable planner</u> , reversible, one side vertical yearly dated; the other side horizontal yearly dated, approximately 24" x 36"	\$5.34	AAGPM2628
20.	<u>Monthly Desk/Wall Calendar</u> , 12 months, block size: 1-1/2" x 1-1/8", vinyl holder is three-hole punched for binder use and/or hanging, water soluble marker may be used on clear cover, refillable, page size: 11" x 8-1/4".	\$2.20	AAGSK800

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

C.-D. DATED APPOINTMENT BOOKS, DIARIES AND DAILY JOURNALS

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
C. <u>DATED APPOINTMENT BOOKS (QPL)</u>			
21.	<u>"DayMinder," daily desk appointment book</u> , separate page for each day (Saturday & Sunday combined) with room for quarter hour appointments, wire binding, grained-simulated leather cover, page size 4-7/8" x 8"	\$ 2.89	AAGG10000
22.	<u>"DayMinder" daily professional Group Appointment Book</u> - one day to a page, Monday thru Saturday, quarter hour appointment schedules, <u>FOUR COLUMNS</u> to a page to handle four separate schedules, non-refillable, wire bound covers, grained simulated leather cover, page size 8" x 11"	\$ 6.63	AAGG56000
23.	<u>"Action Planner Daily Appointment Book,"</u> tabbed sections for appointments, notes, toll free numbers, web addresses, one day per page, hourly appointments, past, current and future reference blocks, page size 4-3/4" x 8"	\$12.32	AAG70EP0405
24.	<u>Weekly Planner, unruled,</u> two page spread for each week, unruled, wire binding, simulated leather cover, page size 2-1/2" x 4-1/2".	\$ 3.04	AAG7003505
25.	<u>"DayMinder," yearly appointment book</u> wire binding, linen texture covers, ruled pages, one weekday per page (Saturday & Sunday combined), page size 5" x 8" Regular year (Gregorian) dated January 1 thru December 31.	\$ 4.97	AAGSK4400

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
<u>DATED APPOINTMENT BOOKS</u>			
	<u>"DayMinder," weekly appointment books,</u> a full week on a double page spread with room for hourly appointments for each day, wire binding, grained simulated leather covers, tab indexed to telephone/address section. Regular- Gregorian Year dated from January 1 thru December 31.		
26.	<u>Year</u> <u>Page Size</u> Gregorian 3-3/4" x 6"	\$1.35	AAGG25000
27.	Gregorian 4-7/8" x 8"	\$1.36	AAGG21000
28.	<u>"DayMinder," weekly planner,</u> <u>open scheduling,</u> horizontal ruling; full week of a double page spread; six vertical columns - one column for each weekday - Saturday & Sunday combined; past and current and following month blocks at top corners of each two page spread; non-refillable; wire bound covers; grained simulated leather covers; page size 6-7/8" x 8-3/4"	\$2.73	AAGG59000
29.	<u>"DayMinder," weekly professional</u> <u>appointment book,</u> two page spread for each week with daily weekday appointments at 15 minute intervals (Saturdays and Sundays open), wire binding, grained-simulated leather cover, page size 8" x 11" minimum	\$2.54	AAGG52000

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Price</u> <u>Each</u>	<u>Stock</u> <u>Number</u>
<u>DATED APPOINTMENT BOOKS</u> (Cont'd)			
30.	<u>"Weekly Appointment Book Plus,"</u> same as No. 29 above, only page size 4-7/8" x 8"	\$13.64	AAG70100P05
31.	<u>"Action Planner Weekly Appointment Book,"</u> tabbed sections for appointments, notes, etc., toll-free numbers, future planning, one week per two-page spread: half of each day for meetings/appointments & half of each day for notes, past, current and future reference blocks, page size: 8-1/8" x 10-7/8"	\$16.85	AAG70EP0105
32.	<u>"QuickNotes Weekly/Monthly Self- Management System,"</u> 12 months, weekly: one week per two-page spread, hourly appointments including weekends, past current and three future months reference, monthly: full month on left page & QuickNotes area on right page, two past & six future months reference, page size 8" x 9-7/8".	\$ 8.97	AAG760105
33.	<u>"QuickNotes Weekly/Monthly Professional Self-Management System,"</u> 12 months, weekly: quarter-hourly appointments, one week per two-page spread with weekends & QuickNotes column, monthly: full month on left page & QuickNotes on right page page size: 8-1/4" x 10-7/8".	\$12.84	AAG7695005

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
<u>DATED APPOINTMENT BOOKS</u> (Cont'd)			
34.	<u>"DayMinder," monthly planner,</u> a full month on a double page spread, wire binding, durable vinyl covers, past , current and 3 future months reference, dated appointment section with telephone/address pages, page size 3-3/4" x 6"	\$ 4.87	AAGG45000
35.	<u>"DayMinder," monthly planner,</u> a full month on a two-page spread, wire binding, grained-simulated leather cover, memoranda section, page size 6-7/8" x 8-3/4"	\$ 1.54	AAGG40000
36.	<u>"DayMinder," monthly planner,</u> a full month on a double page spread, wire binding, simulated leather, page size approximately 7-7/8" x 12"	\$ 1.65	AAGG47000
37.	<u>"Monthly Appointment Book Plus"</u> 12 months, monthly calendar appointment section, removable tabbed telephone/ address, writing pad, pen loop, page marker flap & pocket, page size: 6-7/8" x 8-3/4".	\$13.64	AAG70120P05
38.	<u>"QuickNotes Monthly Self-Management System,"</u> 12 months, one month per two-page spread with QuickNotes column for lists, notes, etc., two past & six future months reference, telephone/address pages, notes pages, page size: 8-1/4" x 10-7/8"	\$11.99	AAG760605

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

D. DIARIES AND DAILY JOURNALS

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
39.	<u>Pocket Diary, weekly/monthly.</u> One week to a two page spread, ribbon page marker, lined extra sections including telephone, addresses, calendars, etc., imitation leather, size 2-7/8" x 4-7/8"	\$ 6.13	AAG70111105
	<u>Stiff Cover Diaries, daily reminder,</u> vinyl or cloth covered business diaries, stiff covers which are soil resistant, faint line horizontally ruled white writing paper, one day to a page. The day, date and year, along with the number of days past and the days remaining in the year, appear at the top of each page. All books have a telephone/address section, and monthly expense summary. Approximate diary sizes as given below:		
40.	3-1/4" x 5-1/4"	NO LONGER AVAILABLE	
41.	4-3/16" x 6-1/2"	\$ 3.46	AAGSD38513
42.	5" x 7-1/2"	\$ 3.50	AAGSD38713
43.	5-3/4" x 8-1/4"	\$ 3.78	AAGSD38913
44.	7-1/2" x 9-7/16"	\$12.68	AAGSD37413
45.	7-11/16" x 12-1/8"	\$12.17	AAGSD37613

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CALENDAR YEARS 2011 & 2012 PRICING: (Cont'd)

D. DIARIES AND DAILY JOURNALS (Cont'd)

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Stock Number</u>
46.	<u>Daily Journal</u> , same as "red moire" diaries above except each page contains four vertical columns of journal ruling in addition to horizontal rulings, size 7-11/16" x 12-1/8"	\$10.03	AGGSD37713

Guaranteed Delivery: 10-14 Days A/R/O

Manufacturer: Mead Westvaco

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.

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 purchase order(s) from the agency or agencies.

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PREFERRED SOURCE PRODUCTS AND SERVICES:

Some products/services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled. 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 and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

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.state.ny.us).

SCOPE:

This contract award covers single and double page desk, wall and wall/desk calendars, monthly desk planning calendars, dated appointment books and planners, diaries, and daily journals. As described in the "Contract Period and Renewals" clause, this award will cover calendar supplies for three individual calendar years 2008 through 2010.

ESTIMATED QUANTITIES:

All quantities listed herein are estimated only. No guarantee shall be made of the items and quantities ordered. Contract shall be for the actual items and quantities ordered only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS Specifications.

EXTENSION OF USE:

Any contract resulting from this bid solicitation 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 \$100.00.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

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PRODUCT DELIVERY

Delivery of product must be completed by contractor within 30 days after receipt of order. The State reserves the right to require a certificate from the supplier of product offered which will guarantee that product will be delivered to contractor within 20 days after receipt of order.

2008 CALENDAR SUPPLIES: The contractor will be obligated to furnish all 2008 supplies listed on orders received on or before September 30, 2007, and will be obligated to deliver these supplies within 30 days after receipt of order. On orders received on or after October 1, 2007, the contractor will be obligated to fill these orders to the extent that stock is available and to deliver these supplies within 30 days after receipt of order. IF, AFTER OCTOBER 1, 2007, THE MANUFACTURER'S PRODUCT IS NO LONGER AVAILABLE, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ORDERING AGENCY OF THE UNAVAILABILITY OF THE PRODUCT. NOTICE SHALL BE GIVEN WITHIN FIVE BUSINESS DAYS AFTER RECEIPT OF THE AGENCY'S ORDER. Supplies not available from the contractor after September 30, 2007, may be purchased from the Group 23000, Miscellaneous Office Supplies contract award, or from the open market in accordance with current purchasing guidelines.

2009 CALENDAR SUPPLIES: The contractor will be obligated to furnish all 2009 supplies listed on orders received on or before September 30, 2008, and will be obligated to deliver these supplies within 30 days after receipt of order. On orders received on or after October 1, 2008, the contractor will be obligated to fill these orders to the extent that stock is available and to deliver these supplies within 30 days after receipt of order. IF, AFTER OCTOBER 1, 2008, THE MANUFACTURER'S PRODUCT IS NO LONGER AVAILABLE, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ORDERING AGENCY OF THE UNAVAILABILITY OF THE PRODUCT. NOTICE SHALL BE GIVEN WITHIN FIVE BUSINESS DAYS AFTER RECEIPT OF THE AGENCY'S ORDER.

2010 CALENDAR SUPPLIES: Supplies not available from the contractor after September 30, 2010, may be purchased from the Group 23000, Miscellaneous Office Supplies contract award, or from the open market in accordance with current purchasing guidelines.

If the contract is renewed for calendar years 2011 and 2012 per the "Contract Period and Renewals" clause, the same requirements for product delivery as mentioned for calendar years 2008 through 2010 will remain in effect.

Delivery shall be 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.

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CONTRACT PERIOD AND RENEWALS:

Prices for the 2008 supplies are firm for the entire first contract period. Price escalation will not be allowed and is specifically excluded from the terms and conditions of the contract award for the first contract period. Price escalation or decreases may be allowed for the second and third year of the contract (2009 and 2010 supplies), based on changes in the manufacturer's nationally published suggested retail pricing for the contract supplies. The price offered by the contractor for each 2008 supply represents a discount from the manufacturer's list price. The contractor will be held to the same discount(s), based on the manufacturer's nationally published suggested retail pricing, for the 2009 and 2010 supplies. Price decreases are permitted at any time.

It will be the contractor's responsibility to notify OGS Procurement Services Group of the availability of the 2009 and 2010 supplies catalog(s) which include the manufacturer's nationally published suggested retail pricing, and provide PSG with copies. PSG will then confirm that the new prices are in effect and will issue a revised contract award informing contract customers of the new pricing.

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 of five 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:

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.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Whether or not migration to this contract award shall diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract shall be at the option of the contractor.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$50,000.00.

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FINANCIAL STABILITY:

If requested, bidder must document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

PICTORIAL PRESENTATION:

The contractor will be asked to provide OGS with an electronic version of the awarded calendar supplies. This would be provided at the option of the manufacturer and basically consist of excerpts from the manufacturer's catalog that would include a picture and brief description of each item. This will be attached to the contract award to assist customer agencies in making their choices. The pictorial presentation shall be submitted on 3.5" high density magnetic media or on a 100 mb zip disk or CD in Microsoft Excel for Windows, version 9.0 (Office '00) or lower format. Other compatible formats would be acceptable.

PRODUCT ADDITIONS/DELETIONS:

Consideration of the addition of new products from the manufacturer's updated, superseding catalog may be given yearly. Approval shall be at the discretion of the Office of General Services. Products discontinued by the manufacturer may be deleted from the contract award at any time during the contract period.

PRICING FOR NEW PRODUCTS:

Pricing for new products must be at the same or better discount awarded on other contract supplies. Contractors shall be required, upon request, to provide justification for pricing of new products.

"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.).

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.

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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 2nd Tower - Empire State Plaza
Albany, New York 12242

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