

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

<b>Title</b>	<b>:</b>	<b>Group 23045 – LIBRARY SUPPLIES (Statewide)</b>
		<b>Classification Code(s): 14 &amp; 44</b>
<b>Award Number</b>	<b>:</b>	<b>01606 (Replaces Award 3181-G)</b>
<b>Contract Period</b>	<b>:</b>	<b>February 1, 2002 to January 31, 2005 with option to cancel after July 31, 2002 for Contract Nos. PC59006, PC59007 &amp; PC59008; February 1, 2002 to January 31, 2003 for Contract No. P052836</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>November 27, 2001</b>
<b>Date of Issue</b>	<b>:</b>	<b>January 28, 2002</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated in the Invitation for Bids</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

All State Agencies & Vendors	Political Subdivisions & Others
Name : Gail Van Kuren	Name : Judy Gibbons
Title : Purchasing Officer I	Title : Purchase Coordinator
Phone : 518-474-7901	Phone : 518-474-6717
Fax : 518-474-5052	Fax : 518-474-2437
E-mail : <a href="mailto:gail.vankuren@ogs.state.ny.us">gail.vankuren@ogs.state.ny.us</a>	E-mail : <a href="mailto:customer.services@ogs.state.ny.us">customer.services@ogs.state.ny.us</a>

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

### Description

This award is for Library Supplies available from four library catalog houses.

PR # 01606-T

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<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
P052836	BRODART CO. LIBRARY SUPPLIES DIVISION* Clinton County Industrial Park 100 North Rd. P.O. Box 300 McElhattan, PA 17748	800/233-8467** Ext. 4327 570/326-2461, Ext. 4327 Marie Crist Fax No. 800/283-6087 E-Mail: mariecrist@brodart.com Website: www.shopbrodart.com	232248758
*Remit to Address :			
Brodart Co. P.O. Box 3488 Williamsport, PA 17705			
** Order line/product information: Telephone 888/820/4377			
PC59006	DEMCO, INC* 4810 Forest Run Rd. P.O. Box 7488 Madison, WI 53707-7488	800/462-8709, ext. 228 608/241-1201, ext. 228 Roxanne Stalheim Fax No. 888/329-4728 E-Mail: order @ demco.com Website: www.demco.com	391311089
*Refer to No. C7A020 when placing orders			
PC59007	Gaylord Bros. Div. of the Croydon Co., Inc. P.O. Box 4901 Syracuse, NY 13221	800/448-6160 315/457-5070 Jerome Dubos Fax No. 800/891-5280 E-Mail: orders@gaylord.com Website: www.gaylord.com	133380486
PC59008	Highsmith Co., Inc.* W5527 Highway 106 Fort Atkinson, WI 53538	800/543-2180, ext. 259 Lisa Heinen Fax No. 800/350-6236 E-Mail: lheinen@highsmith.com Customer Service: E-Mail: service@highsmith.com Website: www.highsmith.com	390934921
*Refer to No. 12493 when placing orders.			

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" at end of 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.

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**NOTE TO AGENCY:**

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 of this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

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

**NOTE TO ALL CONTRACT USERS:**

The terms and conditions of the bid solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

**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.

Discounts awarded on shall remain the same or better for the entire contract period. Price revisions will be allowed based only on the issuance of the superseding issue of the contractor's nationally distributed catalog.

If an agency 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 agency may be charged additional inside delivery costs when inside delivery is required; agency will not be charged for delivery to building location since price is FOB destination; agency 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.

**ABSTRACT**

<u>CONTRACTOR</u>	<u>PERCENT DISCOUNT</u>
Brodart Co.	33%
Demco, Inc.	15% and 3%
Gaylord Brothers	15% and 10% and 5%
Highsmith Inc.	15%

**CONTRACTORS**

NOTE: Only the pages listed under "Inclusions" are covered by the contract. This is true for all of the Group 23045 contractors. The "Exclusions" column lists specific items that are excluded from the pages that are covered by the contract. In other words, if a page number does not appear in the "Inclusions" column, the items on it are not covered by the NYS contract. Purchases of items that appear on unlisted pages are open market purchases, not contract purchases. Agencies are advised to follow agency purchasing guidelines when purchasing from the open market.

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**CONTRACTOR: BRODART CO.**

**CONTRACT NO. P052836**

Item No.	Product Category	Percent Discount	Pages (Inclusions)	Pages (Exclusions)
1.	Book & Magazine Covers & Protection	33%	16-49, 56-65	
2.	Circulation/Processing Systems & Supplies (Labels, Cards, Pockets, ID Cards)	33%	84-85, 89-92, 96-128, 130-154	85, Item Nos. 30308001 thru 30308003; 89, Item Nos. 30351001 thru 30351003; 107, Item Nos. 30315045, 30315050, 30315055
3.	Book Maintenance & Repair/Tape	33%	156-177	
4.	Archival Supplies	33%	178-192	
5.	Organizational Supplies & Signage (Shelving Accessories, Stack Organizers/Tabletop Easel Displayers)	33%	194-215, 224-225, 227, 229-231	
6.	Audiovisual Supplies	33%	246-259, 262-268, 270-277	
7.	Literature/Media Display & Storage	33%	356-357, 362-368	366, Item Nos. 85193001, 85194001
8.	Library Skills & Reading Promotions	33%	576-579, 581-591	

Catalog: 2001 Brodart Library Supplies & Furnishings.  
 Accepts NYS Purchasing Card for orders up to \$2,500.00.  
 Accepts orders under \$100.00. Shipping costs would be added in accordance with the "Price" clause.  
 Guaranteed Delivery: 7-14 Days A/R/O – Custom Items: 3 Weeks A/R/O – Large Quantities: 30 Days A/R/O.

**CONTRACTOR: DEMCO, INC.**

**CONTRACT NO. PC59006**

Item No.	Product Category	Percent Discount	Pages (Inclusions)
1.	Library	15%*	4-117
2.	Signage & Signholders	15%*	118-139
3.	AV Packaging & Supplies	15%*	212-253
4.	AV Equipment	15%*	298-317
5.	Display	15%*	486-489, 498-509, 518-523
6.	Arts & Crafts	15%*	724-739
7.	Learning Materials	3%	740-911

\*Offering an additional 2 percent discount on purchases under product categories 1, 2, 3 and 6 for orders totaling \$500.00 or more after all discounts have been applied.  
 Catalog: DEMCO 2002 Full Line Catalog.  
 In addition to the contract number, please refer to No. **C7A020** when placing orders.  
 Accepts NYS Purchasing Card for orders up to \$2,500.00.  
 Accepts orders under \$100.00. Shipping costs would be added in accordance with the "Price" clause.  
 Guaranteed Delivery: 10-30 Days A/R/O.

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**CONTRACTOR: GAYLORD BROTHERS, A DIVISION OF CROYDON CO., INC.**

**CONTRACT NO. PC52838**

Item No.	Product Category	Percent Discount	Pages (Inclusions)	Pages (Exclusions)
1.	Gaylord Book Trucks & Returns	5%*	3-18	
2.	Traditional Supplies	15%*	19-153	
3.	Security Supply Items	5%*	157-160	
4.	Binders & Archival Supplies	10%*	161-226	
5.	AV Storage & Accessories	15%*	297-318	
6.	Hanging Bag & Table Top Displayers	15%	355-357, 382-387, 396-399	
7.	Kids Supplies & Library Promotion Items	10%	614-630	

\*Offering discounts up to 32%, depending on product line, for large volume orders. Telephone 800/469-1592, Extension 257, or e-mail bids@gaylord.com  
 Catalog: Gaylord.Com 2002 Catalog.

Accepts NYS Purchasing Card for orders up to \$2,500.00.

Accepts orders under the minimum of \$100.00. Shipping costs would be added in accordance with the "Price" clause.

Guaranteed Delivery: 7-15 Days A/R/O

**CONTRACTOR: HIGHSMITH CO. INC.**

**CONTRACT NO. PC59008**

Item No.	Product Category	Percent Discount	Pages (Inclusions)	Pages (Exclusions)
1.	Shelf Files & Boxes	15%	6-19	all items with
2.	Binders & Accessories	15%	20-23	an F.O.B. point
3.	Book Care & Repair	15%	24-38	(e.g., F.O.B. WI,
4.	Book Tape	15%	39-48	F.O.B. OH,
5.	Processing Supplies	15%	49-62, 66-68	F.O.B. TX)
6.	Circulation Supplies	15%	64-71, 74-79	
7.	Promotional Materials	15%	90-92	
8.	Bookends & Shelf Accessories	15%	93-101	
9.	Learning & Enrichment Materials	15%	312-341	

Catalog: The Complete School & School Library Catalog No. L31 dated August 2001–July 2002.

In addition to the contract number, please refer to No. **124903** when placing orders.

Accepts NYS Purchasing Card for orders up to \$2,500.00

Honors orders under \$100.00. Shipping costs would be added in accordance with the "Price" clause.

Guaranteed Delivery; 15 Days A/R/O.

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**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.

**OVERLAPPING CONTRACT ITEMS:**

Products available in this contract may also be available from other 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 this selection.

Please note that the following contract awards are available: Group 23000, Miscellaneous Office Supplies; Group 23033, Pens, Ballpoint Stick; Group 23037, Calendar Supplies; Group 23080, Pressure Sensitive, Laser and InkJet Labels, Unprinted; and Group 23100, School and Art supplies.

**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.state.ny.us](http://www.ogs.state.ny.us)) under "Non-State Agency Legal References." 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 \$100.00 per contract.

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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**PERIODIC RECRUITMENT:**

Additional vendors may be considered for award for contract begin dates starting one year from the contract award beginning date and at six-month intervals thereafter. Vendors may submit bids anytime after award for consideration for contracts beginning on the specified dates. Vendors shall be required to submit this original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under the same terms and conditions, with an additional requirement that the vendor provide five letters of endorsement from Group 23045 customer agencies and justification that the vendor is solely authorized to bid the catalog(s) offered. Once awarded a contract, a vendor may not resubmit a bid for future consideration.

**DISCOUNTS:**

The percentage discount offered to customer agencies may, at the contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount per category or item. Contractor's pricing structure during the term of the contract must be consistent with percentage discount(s) originally bid.

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. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. Contractors may negotiate better pricing to customers either on an individual, district, or statewide basis anytime throughout the contract period.

Discounts for new items added to the contract must be in line or better than offered originally for similar products in the manufacturer's product line or for similar products in other manufacturers' product lines. Pricing for new items may not exceed the highest pricing format offered for a specific manufacturer's products. Contractors will be required, upon request, to provide justification for pricing for new products.

**ADDITIONAL DISCOUNTS:**

Contractors may negotiate better pricing to customers either on an individual, district, or statewide basis anytime throughout the contract period.

**CATALOGS:**

The catalog in effect at the time of the bid opening may be provided throughout the contract period or may be superseded by the most current nationally distributed catalog. Prior approval by OGS is required.

At the contractor's option, sale catalogs, and flyers based on the general catalog, offering further price reductions, may be offered to customers. Prior approval by OGS will be required.

The contractor shall be required to provide at no charge, within 30 days of request during the first 30 days of the contract period, catalogs to all requesting customers. After the initial 30 days of the contract, additional catalogs, as requested, shall be provided within 10 calendar days.

**EXCLUSIONS/ADDITIONS:**

Furniture, office supplies, and computer hardware and peripherals are excluded. In addition, the State reserves the right to delete or add products before or after award in accordance with the original (or better) discount structure for that product category. Also, please refer to "Preferred Source Products" and "Overlapping Contract Items" clauses.

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**DELIVERY:**

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

Product is required as soon as possible and guaranteed delivery may be considered in making award.

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

**CONTRACT PERIOD & RENEWAL**

Either, the contractor or the State may unilaterally cancel the contract on a monthly basis any time after the initial six months by providing written notification to the other party. The minimum term of the contract shall be six months. Notification of cancellation must be received by the intended recipient at least two months prior to the requested date of cancellation. Cancellation will become effective the first of the month following the two-month notification. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

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 the Invitation for Bids, its specifications and subsequent contract award. Discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for an additional period not to exceed thirty-six (36) months.

**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 holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

**WARRANTIES:**

See "Warranties" and "Year 2000 Warranty" in Appendix B, OGS General Specifications.

Manufacturer's standard warranty period shall apply.

**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 \$30,000.00.

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**REPORT OF CONTRACT PURCHASES:**

A quarterly report listing totals by the full list pricing and totals by the net sales pricing shall be submitted to the Office of General Services, Standards and Purchase Group, on or before the fifteenth of the month following each quarter of the contract period.

Provision of sales electronically is encouraged.

Additional related sales information, such as sales by agency, may be required and must be supplied upon request.

The report is to be submitted to the Office of General Services, Division of Purchasing, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the award and shall reference the commodity group number, the award number, contract number, sales period, and contractor's name.

Failure to submit the required report may be cause for contract cancellation and disqualification of contractor for future contracts

**PREFERRED SOURCE PRODUCTS:**

Section 162 of the State Finance Law requires that agencies afford first priority to the products of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products meet the form, function and utility of the agency. Some products in the resultant contract(s) may be available from one or more preferred sources. In the Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources.

**Agencies Note:** Some products 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 available from preferred sources which meet your form, function and utility.

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

Purchases of the product(s) 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 product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) 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, Room 3711  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
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