

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 22414 - TYPEWRITERS (Statewide) Classification Code: 44
Award Number	:	<u>19240</u> (Replaces Award 11672-G)
Contract Period	:	January 1, 2005 to December 31, 2009
Bid Opening Date	:	September 23, 2004
Date of Issue	:	December 3, 2004
Specification Reference	:	As Incorporated In The Invitation For Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Michael F. Riley Title : Purchasing Officer I Phone : 518-474-6716 Fax : 518-474-5052 E-mail : michael.riley@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This contract is for various manufacturers' product lines for typewriters and accessories: Brother, Nakajima, Olympia and Swintec.

The Office of General Services has determined that New York State Executive Order No. 127 (EO127) applies to this contract(s). Detailed information about the obligations under EO127 can be found on the OGS website at: <http://www.ogs.state.ny.us/legal/ExecOrder127/overview.asp>. Covered agencies and authorities must ensure compliance with EO127 for purchases in excess of \$15,000. The contract incorporates by reference, as though fully set forth in the contract, all requirements and obligations required by EO127.

PR # 19240

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61445	AFAX BUSINESS MACHINES, INC. 181 Hudson St, Suite 2A New York, NY 10013	212/226-3737 M. Bernard Braun Fax No.: 212/226-4496 E-mail: faxafax@aol.com Website: www.afaxbus.com	132982517

Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.

PC61446	BROTHER INTERNATION CORP. 100 Somerset Corporate Blvd. Bridgewater, NJ 08871-0911	908/252-3086 Ms. Terry Blahuta Fax No.: 908-575-3746 E-mail: tblahuta@brother.com Website: www.brother.com	223142007
---------	---	---	-----------

Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.

PC61447	SHIPMAN WARD, INC d/b/a Swintec East 320 W. Commercial Ave. Moonachie, NJ 07074	800/631-7288, Ext. 234 201/933-4900, Ext. 234 Mr. Edward A. Michael Fax No.: 201/933-1745 E-mail: customerinfo@swintec.com Website: www.shipmanward.com	221981584
---------	--	---	-----------

Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.

Contractor will honor orders for less than the minimum order of \$50.00 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.

A single percentage discount shall apply for each Item category.

The contractor may update the contract price list during the contract period to reflect new products, manufacturer's price changes, deletion of discontinued products, etc. However, all percentage discounts awarded on shall remain firm (unchanged) or they may increase for the duration of the ontract.

ITEM 1 - PRICE LIST FOR BROTHER INTERNATIONAL CORPORATION

<u>Item Category</u>	<u>Discount</u>
a. Typewriters	
EM-430	34.45%
EM-530	34.00%
EM-630	30.16%

Manufacturer: Brother

Price additional per hour, for on-site set-up and training:

District A:	\$60.00
District B:	\$60.00
District C:	\$60.00
District D:	\$60.00

Title and Date of Price List: Brother Year 2004 BMG Retail Pricing, Effective September 1, 2004

Guaranteed Delivery: 7-30 Days A/R/O

CONTRACTOR, ITEM 1: BROTHER INTERNATIONAL CORP.

ITEM 2 - PRICE LIST FOR ROYAL CONSUMER INFORMATION PRODUCTS NO AWARD

(continued)

ITEM 3 - PRICE LIST FOR OLYMPIA BUSINESS SYSTEMS, INC.

<u>Item Category</u>	<u>Discount</u>
a. Typewriter	41%
b. Accessories	30%
c. Supplies	30%

Manufacturer: Olympia

Price additional per hour, for on-site set-up and training:

District A:	\$50.00
District B:	\$50.00
District C:	\$50.00
District D:	\$50.00

Title and Date of Price List: Olympia Retail Pricing, Effective April 1, 2004-Typewriters/Calculators/Accessories

Guaranteed Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 3: AFAX BUSINESS MACHINES, INC.

ITEM 4 - PRICE LIST FOR SWINTEC CORPORATION

<u>Item Category</u>	<u>Discount</u>
a. Portable Typewriters	25%
b. Office Typewriters	25%
c. Accessories	25%
d. Supplies	25%

Manufacturer: Swintec Corporation

Price additional per hour, for on-site set-up and training:

District A:	\$75.00
District B:	\$75.00
District C:	\$75.00
District D:	\$75.00

Title and Date of Price List: Manufacturer's Suggested Retail Price List, Effective October 1, 2003

Guaranteed Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 4: SHIPMAN WARD, INC., d/b/a SWINTEC EAST

ITEM 5 - PRICE LIST FOR OTHER MANUFACTURERS OF TYPEWRITERS

<u>Item Category</u>	<u>Discount</u>
Nakajima WPT-150	40%
Nakajima WPT-160	40%
Nakajima AE-710	42%
Nakajima AE-740	42%
Nakajima AE-800	42%
Nakajima AE-830	42%
Accessories	30%

Price additional per hour, for on-site set-up and training:

District A:	\$50.00
District B:	\$50.00
District C:	\$50.00
District D:	\$50.00

Title and Date of Price List: Nakajima Retail Price List, Effective January 1, 2004

Guaranteed Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 5: AFAX BUSINESS MACHINES, INC.

(continued)

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.

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). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

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). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "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.

(continued)

EXTENSION OF USE:

This contract 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.

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.

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.

Within twenty (20) calendar days from date of award, contractors must submit to the Office of General Services, Procurement Services Group, one copy of the exact Price List awarded on.

ADDITIONS TO PRICE LIST:

Consideration may be given to the addition of products to a part of the price list, if such products are:

- needed by a client agency;
- included in the same product line and similar to those already awarded;
- priced commensurate with other products already awarded.

DELIVERY:

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.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of five (5) 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 the 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 additional period(s) not to exceed a total contract term of ten (10) 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.

(continued)

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.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.
Accessories supplied shall be compatible with the rest of the product.

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.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
-------------------------------------	--	---	-----------------------------------	---------------------------

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

"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.

DISTRICTS:

Districts are grouped by counties for item number one thru six, for on-site training and set-up 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	Kings
Chautauqua	Chenango	Columbia	Nassau
Chemung	Cortland	Delaware	New York
Erie	Herkimer	Dutchess	Putnam
Genesee	Jefferson	Essex	Queens
Livingston	Lewis	Franklin	Richmond
Monroe	Madison	Fulton	Rockland
Niagara	Oneida	Greene	Suffolk
Ontario	Onondaga	Hamilton	Westchester
Orleans	Oswego	Montgomery	
Schuyler	Otsego	Orange	
Seneca	St. Lawrence	Rensselaer	
Steuben	Tioga	Saratoga	
Wayne	Tompkins	Schenectady	
Wyoming		Schoharie	
Yates		Sullivan	
		Warren	
		Washington	
		Ulster	

(continued)

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

(continued)