



Contract Award Notification Update

Subject: Price List Updates Completed for the Contractors below

DATE: December 21, 2016 AWARD #: 22398 GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:	CONTRACTORS:
PC66242	Concord Products Company Inc.
PC66448	J. Squared, Inc. dba University Loft Company
PC66288	JSJ Furniture Corporation dba Izzyplus
PC66291	Kimball Office Inc.
PC66296	Landscape Forms, Inc.
PC66462	Safco Products Company
PC66463	Sauder Manufacturing Company dba WIELAND, Sauder Education
PC66408	Scholar Craft Products
PC66464	Sedia Systems, Inc. dba Sedia Systems
PC66518	Smith System Manufacturing Company
PC66324	Spectrum Industries Inc.
PC66467	Tesco Industries LP
PC66469	TMC Furniture, Inc.

The 2016 Price List Updates for the Contractors above have been approved, effective 12/21/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates Completed for the Contractors below

DATE: December 12, 2016 AWARD #: [22398](#) GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:	CONTRACTORS:
PC66270	Haworth Inc.
PC66289	Kaplan Early Learning Company
PC66292	Knoll Inc.
PC66303	Mitchell Furniture Systems, Inc.
PC66304	Mity-Lite Inc.
PC66512	Nightingale Corporation
PC66461	Nucraft Furniture Company
PC66316	Palmer Hamilton, LLC
PC66516	Schoolhouse Outfitters LLC dba School Outfitters
PC66466	SICO America, Inc.
PC66325	Steelcase Inc.
PC66470	Transformations by Wieland, Inc. dba Transformations Furniture
PC66525	Vanerum Stelter LLC

The 2016 Price List Updates for the Contractors above have been approved, effective 12/12/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates Completed for the Contractors below

DATE: December 5, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:		CONTRACTORS:	
PC66267		Hann Manufacturing Inc.	
PC66272		Hertz Furniture Systems LLC	
PC66273		High Point Furniture Industries Inc.	
PC66508		Humanscale Corporation	
PC66284		Jasper Seating Co. Inc. dba Jasper Group; JSI; Community; Klem	
PC66287		John Savoy & Son Inc.	
PC66293		Knu LLC dba La-Z-Boy Contract Furniture	
PC66304		Mity-Lite Inc.	

The 2016 Price List Updates for the Contractors above have been approved, effective 12/5/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates for the following 12 Contractors

DATE: November 23, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:	CONTRACTORS:
PC66225	Allsteel Inc.
PC66507	Arconas
PC66256	Ergonom Corporation dba ERG International
PC66261	Global Industries Inc.
PC66262	Grand Rapids Chair Company
PC66445	Group Four Furniture, Inc.
PC66264	Groupe Lacasse LLC
PC66446	Hancock & Moore LLC dba Cabot Wrenn

The 2016 Price List Updates for the following (8) Contractors above have been approved, effective 11/23/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates for the following 12 Contractors

DATE: November 18, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:		CONTRACTORS:	
PC66246		Darran Furniture Industries Inc. dba Darran Furniture	
PC66256		Ergonom Corporation dba ERG International	
PC66299		Liat LLC dba Jasper Library Furniture	
PC66456		Mobilier De Bureau Logiflex Inc. dba Logiflex	
PC66329		Nemschoff Chairs Inc.	
PC66309		Neutral Posture Inc.	
PC66312		Norix Group Inc.	
PC66460		NPS Public Furniture Corporation dba National Public Seating	
PC66314		OFS Brands Inc.	
PC66315		Oklahoma Multimedia Equipment Corp dba Oklahoma Sound	
PC66520		Spacesaver Storage Systems dba Spacesaver Corporation	
PC66472		Tristate Apartment Furnishers LLC	
PC66473		United Supply Corporation	
PC66529		Wright Line LLC	

The 2016 Price List Updates for the following (14) Contractors above have been approved, effective 11/18/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates for the following 12 Contractors

DATE: November 14, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:	CONTRACTORS:
PC66275	The Hon Company
PC66277	Indiana Furniture Industries, Inc. dba Indiana Furniture
PC66280	Interior Resources Inc.
PC66281	Ironwood Manufacturing Inc.
PC66451	Keilhauer
PC66297	Leland International Inc.
PC66510	Maxon Furniture Inc.
PC66302	Mayline Company LLC
PC66454	Meubles Foliot, Inc. dba Foliot Furniture, Inc.
PC66455	MJ Industries, Inc.
PC66306	ModuForm, Inc.
PC66308	National Office Furniture Inc.

The 2016 Price List Updates for the following (12) Contractors above have been approved, effective 11/14/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates for the following 12 Contractors

DATE: November 4, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:		CONTRACTORS:	
PC66224		Allseating Corporation	
PC66235		Bretford Manufacturing Inc.	
PC66237		Butler Woodcrafters Inc.	
PC66239		Classic Leather, Inc. dba St. Timothy Chair Co.	
PC66437		Community Products LLC dba Community Playthings	
PC66245		DACO Limited Partnership dba Dauphin North America	
PC66247		David Edward Company Ltd.	
PC66403		Datum Filing System, Inc.	
PC66249		Demco Inc.	
PC66251		Ditto Sales, Inc.	
PC66439		Diversified Woodcrafts, Inc.	
PC66268		Harden Furniture Inc.	
PC66269		Haskell Office LLC	
PC66280		Interior Resources Inc.	

The 2016 Price List Updates for the following (14) Contractors above have been approved, effective 11/4/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates for the following 12 Contractors

DATE: October 31, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:	CONTRACTORS:
PC66223	AIS Holdings Corp.
PC66234	Borroughs Corporation
PC66404	Eminence Group Inc. dba Colecraft Commercial Furnishings
PC66253	Encore Seating Inc.
PC66254	Ergoflex Systems Inc. dba Xybix Systems Inc.
PC66255	ErgoGenesis LLC
PC66258	Exemplis LLC
PC66259	F.E. Hale Manufacturing Co. dba Hale Manufacturing Co.
PC66564	Fairway Holdings Inc. dba Berco Furniture Solutions
PC66260	Fleetwood Group
PC66442	Furniture Pro Corporation
PC66565	Virco Inc.

The 2016 Price List Updates for the following (12) Contractors above have been approved, effective 10/28/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Contact Information Pages Updated for Seven (7) Contractors Listed Below

DATE: October 17, 2016 **AWARD #:** [22398](#) **GROUP #:** 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NOS.:	PC66250	CONTRACTORS:	Design Options Holdings, LLC
	PC66585		Dirtt Environmental Solutions, Inc.
	PC66451		Keilhauer
	PC66516		Schoolhouse Outfitters LLC dba School Outfitters
	PC66519		Source International
	PC66468		Thompson Contract, Inc. dba Kusch+Co
	PC66461		Nucraft Furniture Company

The Contact Information Pages for seven (7) of the Contractors above are currently effective.

The Updated Contact Information Pages are posted to the Contractor Information document in the link "Contact Information Page" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Contact Information Pages are effective immediately upon being posted.

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates for the following 10 Contractors

DATE: October 11, 2016 AWARD #: [22398](#) GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NO.: PC66222	CONTRACTOR: Agati Inc.
PC66506	Alumni Classroom Furniture Inc.
PC66226	Amcase Inc.
PC66228	Arcadia Chair Company
PC66434	Art Design International dba ADI
PC66229	Artco-Bell Corporation
PC66560	Arthur Gordon International
PC66231	ASSA Group dba Enwork
PC66584	Biofit Engineered Products
PC66435	Case Systems Inc.

The 2016 Price List Updates for the following (10) Contractors above have been approved, effective 10/11/16.

The Updated Price Lists are posted to the Contractor Information Page in the link "Pricing Catalog" at: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398ContractorInfo.pdf> . The Price Lists are effective immediately upon being posted. The processing of Price List Updates is still ongoing.

The Terms and Conditions page for each Contractor can be found on link "Contractor Terms."

All other terms of the contract remain the same.



Contract Award Notification Update

Subjects: Price List Update

DATE: June 29, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

TO ALL CURRENT CONTRACTORS

Price List updates will begin August 1 through August 15, 2016 (*after the 15th no updates will be accepted*). All requests must be submitted using the required Excel spreadsheet, which contains five (5) tabs: Instructions, New Product Line, Price List Update, Unchanged Price List(s), and Checklist. For a Contractor's Price List(s) to be accepted by Procurement Services the Contractor **must** fill out the document in its entirety and provide all of the necessary documentation as requested.

Procurement Services will begin emailing Contractors the Excel spreadsheet as an attachment the week of **July 11, 2016**. We will be using email addresses that we currently have listed for Contractors in our award documents as posted online. Only current Contractors will be receiving emails and only Contractors are eligible to request Price List Updates. **Note:** Authorized Dealers are not considered Contractors.

Contractors please take note that in order to be considered for approval for Price List Updates you MUST be up-to-date on all sales reporting required for this contract. Please refer to:

<http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398FAQ.pdf>. NO CONTRACTOR WILL BE APPROVED FOR PRICE LIST UPDATES WITHOUT UP-TO-DATE SALES REPORTS ON FILE WITH OGS PROCUREMENT SERVICES. The current report for sales for 12/1/15 - 5/31/16 was due 6/15/16. Sales Reports are to be completed on the revised Excel spreadsheet (dated 12/1/15) and sent to ogs.sm.ps_cm_foodfurniturehardware@ogs.ny.gov. Type in the Subject line: **Contractor Name – Sales for Reporting Period 12-1-15 – 5-31-16**. If sales reports were not submitted for any prior periods, they must also be submitted before Price List Updates will be considered. If "NO SALES" occurred, you are still required to indicate this on the report.

Contractors will be allowed to submit their Price List Updates from August 1-15, 2016 only. Updates received after August 15th will not be accepted. OGS Procurement Services will review, approve and publish all pricelist update requests received by August 15th as quickly as possible. Please be aware pricelists will be reviewed in alphabetical order, and the entire review process could take months to complete. Once the new price lists are published by OGS, no new orders can be placed against the previously approved price lists. Orders that are placed while the "former" price lists are still in effect should be filled by the contractor.

Please note: The next sales reports for the reporting period of 6/1/16 - 11/30/16 are due no later than 12/15/16. The updated Excel template should be utilized for all reporting periods. Please contact OGS should you require a copy.

All other terms and conditions of this award remain the same.



Contract Award Notification Update

Subject: Updated “Contractor Terms” for Knoll Inc.

DATE: March 25, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NO.: PC66292 **CONTRACTOR:** Knoll Inc.

Please note an error by OGS was discovered on the “Contractor Terms” page for Knoll Inc. indicating their approved price lists are dated 2014. The error has been corrected to currently reflect their 2015 price lists.

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Contract Assignment

DATE: March 9, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013-December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NO.: PC66908 **CONTRACTOR:** Next Wood Inc., dba Inline Systems

Please note that Next Wood Inc., dba Inline Systems, PC66908 is suspended, effective immediately. In addition, this contract will be cancelled for convenience, effective sixty (60) days from the date of this notice.

All other terms and conditions of the Award remain unchanged.

The Contract Award is available at: <http://www.ogs.ny.gov/purchase/spg/awards/2091522398can.htm>.



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Contract Award Notification Update

Subject: Jasper Seating Co. Inc. – Price List Update

DATE: March 8, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NO.: PC66284 **CONTRACTOR:** Jasper Seating Co. Inc.

Office of General Services (OGS) inadvertently excluded some of the timely submitted Price Lists for Jasper Seating Co. Inc. in the October 21, 2015 posting.

All price lists for Jasper Seating Co. have been posted to the Furniture Award on the OGS website at: <http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM> located under the link "Contractor Info."

The price lists are effective immediately upon being posted. All other terms and conditions of this award remain the same.



Contract Award Notification Update

Subject: Contract Assignment

DATE: January 11, 2016

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013-December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

CONTRACT NO.: PC66524 **CONTRACTOR:** Unisource Office Furniture Parts

Effective January 8, 2016, Contract PC66524 with Unisource Office Furniture Parts has been assigned to PC66300 Library Interiors Inc.

The Contract Award is available at: <http://ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>.

All other terms and conditions of the Award remain unchanged.



Contract Award Notification Update

Subject: Usage Report Modified (Sales Report) & Sales Report Date Submittals

DATE: November 13, 2015 **AWARD #:** [22398](#) **GROUP #:** 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

The Usage Report template (Sales Report) has been modified on the State Contract Award Notices – Commodities website, under the link of “Report of Contract Purchases.” This excel Sales Report template has been modified specifically in the “Definitions” tab under the “Field” category – Please use this new template. The revised **Sales Report template** can be found on the OGS website at:

<http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398UsageReport.xlsx>. It can also be found on website: <http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM> and by clicking on the link, “Report of Contract Purchases” and clicking on “Open.”

Also, contract holders are required to submit their Sales Reports semiannually, every six months, to the contract administrator listed above. The next report is due December 15 as indicated below:

Sales Report Submittal Schedule	
Six-Month Periods	Report Due Dates
06/01/15 – 11/30/15	December 15, 2015
12/01/15 – 05/30/16	June 15, 2016
06/01/16 – 11/30/16	December 15, 2016
12/01/16 – 05/30/17	June 15, 2017
06/01/17 – 11/30/17	December 15, 2017
12/01/17 – 05/30/18	June 15, 2018
06/01/18 – 11/30/18	December 15, 2018

Please use the updated template for all future reporting periods.

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Price List Updates and New Contract Manager

DATE: October 21, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013-December 1, 2018

CONTACT: Christen Hall, Contract Manager Specialist | 518-486-1900 | christen.hall@ogs.ny.gov

Updated price lists have been posted to the contractor info section of the web page:
<http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>.

The price lists are effective immediately upon being posted. Several contractors have increased the discounts offered via this contract. Terms and conditions for the individual contractor can be found through the contractor terms link.

Also, the Furniture contract has a new Contract Manager, Christen Hall. Her contact information is listed above.

All other terms and conditions of this award remain the same. Please contact this office if you have any questions.



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Contract Award Notification Update

Subject: QUARTERLY ADDITION OF AUTHORIZED DEALERS

DATE: October 6, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

Per Contract Award Notification Update dated July 20, 2015, “Contractors will be allowed to update their Authorized Dealer information only once per calendar quarter.”

Contractors who submitted Authorized Dealer updates/additions during the 3rd quarter have been added to Award 22398. The complete list of Authorized Dealers that are designated to receive purchase orders and payments directly may be accessed through “Contractor Info” at the following link:
<http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>.

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: REPORT OF CONTRACT PURCHASES

DATE: September 3, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Christen Hall | 518-486-1900 | christen.hall@ogs.ny.gov

Contract holders are required to submit their semiannual sales reports no later than 15 days after the close of the semi-annual reporting period to the contract administrator listed above. The next sales report for the period 6/1/15 - 11/30/15 is due by December 15, 2015. The sales must be reported using the Microsoft Excel template located at the OGS website: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398UsageReport.xlsx>. Please use the updated template for all future reporting periods.

The Contract Award is available at: <http://ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>

All other terms of the contract remain the same.



Contract Award Notification Update

Subject: Contractor- Next Wood Inc. dba Inline Systems

DATE: August 12, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: FURNITURE, ALL TYPES (Except Hospital Room and Patient Handling)
(Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Tammy Althiser | 518-474-3382 | tammy.althiser@ogs.ny.gov

The contract between the State of New York and Next Wood Inc. dba Inline Systems for Furniture, All Types (Except Hospital Room and Patient Handling) was previously identified as contract # PC66311. However, this contract number was already assigned to AmChar Wholesale Inc. for its contract with the State of New York to provide Firearms, Ammunition, and Handcuffs.

Accordingly, the contract between the State of New York and Next Wood Inc. dba Inline Systems for Furniture, All Types (Except Hospital Room and Patient Handling) will now be identified as contract # PC66908. **Authorized Users are instructed to use contract # PC66908 (not contract # PC66311) for all purchases off of the Next Wood Inc. dba Inline Systems furniture contract with New York State.**



Contract Award Notification Update

Subject: Contract Assignment

DATE: August 12, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013-December 1, 2018

CONTACT: Tammy Althiser | 518-474-3382 | tammy.althiser@ogs.ny.gov

CONTRACT NO.: PC66305 **CONTRACTOR:** Modern Industrial Design, LTD dba Neocase

Effective August 10, 2015, Contract PC66305 with Modern Industrial Design, LTD dba Neocase has been assigned to PC66838 with Groupe LaCasse LLC dba Neocase.

The authorized dealers for PC66838 are as follows:

- MMR Enterprises Inc., dba Standard Commercial Interiors
NYS Vendor ID# 1000027798
- GLB Interiors LLC, dba Innerspace Office Interiors
NYS Vendor ID# 1100103893
- Alianza Services, LLC
NYS Vendor ID# 1100044344
- Interior Solutions of WNY
NYS Vendor ID# 1100044729
- Empire Office
NYS Vendor ID# 1100013749
- Casework Systems, LLC
NYS Vendor ID# 1100050437

All other terms and conditions of the Award remain unchanged.



Contract Award Notification Update

Subject: Price List Updates

DATE: July 20, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: FURNITURE, ALL TYPES (Except Hospital Room and Patient Handling)
(Statewide)

CONTRACT PERIOD: December 2, 2013 – December 1, 2018

CONTACT: Tammy Althiser | 518-474-3382 | tammy.althiser@ogs.ny.gov

TO ALL CURRENT CONTRACTORS

Procurement Services will begin allowing contractors to update their Price Lists beginning August 3, 2015 using a required Excel spreadsheet that contains five (5) tabs: Instructions, New Product Line-, Price List Update-, Unchanged Price List(s) and Checklist. In order for a Contractor's Price List(s) to be accepted by Procurement Services, the Contractor must fill out the document in its entirety and provide all of the necessary documentation as requested.

Procurement Services will begin emailing Contractors the Excel spreadsheet as an attachment the week of July 20. We will be using email addresses that we currently have listed for Contractors in our award documents as posted online. Only current Contractors will be receiving emails and only Contractors are eligible to request Price List Updates. Please note, Authorized Dealers are not considered Contractors.

Contractors, take note that in order to be considered for approval for Price List Updates, you MUST be up-to-date on all sales reporting required for this contract. Please refer to: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398FAQ.pdf>. NO CONTRACTOR WILL BE APPROVED FOR PRICE LIST UPDATES WITHOUT UP-TO-DATE SALES REPORTS ON FILE WITH OGS PROCUREMENT SERVICES. The current report for sales for 12/1/14-5/31/15 was due 6/15/15. Sales Reports should be sent to ogs.sm.ps_cm_foodfurniturehardware@ogs.ny.gov with **22398 Sales Report (Insert Your Contractor Name) June 2015** typed in the "subject" line. If sales reports were not submitted for prior periods (12/1/14-5/31/14 and 6/1/14-11/30/14), they must also be submitted before Price List Updates will be considered. Even if "no sales" occurred, you must still return a report indicating such.

Contractors will be allowed to submit their Price List Updates from August 3-17, 2015 only. **Updates received after August 17 will not be processed.** Our office will work to get updated Price Lists received by August 17 approved and published as quickly as possible. Once the new price lists are published by OGS, no new orders can be placed against the old price lists. Orders that are placed while the "old" price lists are still in effect should be filled by the contractor.

Please note: Additional reporting will be required beginning with the 6/1/15-11/30/15 sales period. The new report template will be available 9/1/15. This sales report is due 12/15/15. This updated template should be utilized for future reporting periods.

Also, due to the large number of Contractors on this Furniture award, Contractors will be allowed to update their Authorized Dealer information only once per calendar quarter.



Contract Award Notification Update

Subject: Cancelled Contracts

DATE: May 22, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 2, 2013 - December 1, 2018

CONTACT: Tammy Althiser | 518-474-3382 | tammy.althiser@ogs.ny.gov

CONTRACT NO.: PC66511

CONTRACTOR: Nevers Industries, Inc.

PC66443

Gaylord Bros., Inc.

PC66286

Jim Quinn and Associates

Please note that the above referenced contracts have been cancelled.

55319CHBBW 55319IBBW	mLT30 Mini Laptop Cart w/ Wire Management Trays installed, Rear Panel, Balloon Wheel - Discontinued Colors: Cherry/Black and Indigo Organix/Black Available While Quantities Last	Yes	24"x24"x39"	192	\$1,798.00	\$1,042.84
55319CHBTW 55319IBTW	mLT30 Mini Laptop Cart w/ Wire Management Trays installed, Rear Panel, Twin Wheel - Discontinued Colors: Cherry/Black and Indigo Organix/Black Available While Quantities Last	Yes	24"x24"x35.5"	192	\$1,648.00	\$955.84
55331CHBBW 55331IBBW	mLT30 Mini Laptop Cart w/ Value Cycle Time, Wire Management Trays & Rear Door installed, Balloon Wheel - Discontinued Colors: Cherry/Black and Indigo Organix/Black Available While Quantities Last	Yes	24"x24"x39"	206	\$2,298.00	\$1,332.84
55321CHBSR	vLT30 Laptop Cart w/2Swivel-2Rigid Casters -Discontinued Color: Cherry/Black Available While Quantities Last	Yes	47.75"x30"x41.75"	339	\$2,398.00	\$1,390.84
55355CHBG	Freedom One Sit-to-Stand Lectern w/Glides -Discontinued Color: Cherry/Black Available While Quantities last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355CHBTW	Freedom One Sit-to-Stand Lectern w/Twin Wheels -Discontinued Color: Cherry/Black Available While Quantities Last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355FMBG	Freedom One Sit-to-Stand Lectern w/Glides -Discontinued Color: Fusion Maple/Black Available While Quantities last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355FMBTW	Freedom One Sit-to-Stand Lectern w/Twin Wheels -Discontinued Color: Fusion Maple/Black Available While Quantities Last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355FMSG	Freedom One Sit-to-Stand Lectern w/Glides -Discontinued Color: Fusion Maple/Silver Available While Quantities last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355FMSTW	Freedom One Sit-to-Stand Lectern w/Twin Wheels -Discontinued Color: Fusion Maple/Silver Available While Quantities Last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355IBG	Freedom One Sit-to-Stand Lectern w/Glides -Discontinued Color: Indigo Organix/Black Available While Quantities last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355IBTW	Freedom One Sit-to-Stand Lectern w/Twin Wheels -Discontinued Color: Indigo Organix/Black Available While Quantities Last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355ISG	Freedom One Sit-to-Stand Lectern w/Glides -Discontinued Color: Indigo Organix/Silver Available While Quantities last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55355ISTW	Freedom One Sit-to-Stand Lectern w/Twin Wheels -Discontinued Color: Indigo Organix/Silver Available While Quantities Last	Yes	57.3125"x30"x30" -42"	272.5	\$3,198.00	\$1,854.84
55366CHB	Freedom One Equipment Rack - Discontinued Color: Cherry/Black Available While Quantities Last	Yes	21"x30"x39"	94	\$1,362.00	\$789.96

55366FMB	Freedom One Equipment Rack - Discontinued Color: Fusion Maple/Black Available While Quantities Last	Yes	21"x30"x39"	94	\$1,362.00	\$789.96
55366FMS	Freedom One Equipment Rack - Discontinued Color: Fusion Maple/Silver Available While Quantities Last	Yes	21"x30"x39"	94	\$1,362.00	\$789.96
55366IB	Freedom One Equipment Rack -- Discontinued Color: Indigo Organix/Black Available While Quantities Last	Yes	21"x30"x39"	94	\$1,362.00	\$789.96
55366IS	Freedom One Equipment Rack -- Discontinued Color: Indigo Organix/Silver Available While Quantities Last	Yes	21"x30"x39"	94	\$1,362.00	\$789.96
55367B	Freedom One Unit to Unit Kit -- Discontinued Color: Black Available While Quantities Last	Yes	2.75"x2.75"x57"	5	\$124.00	\$71.92
55367S	Freedom One Unit to Unit Kit -- Discontinued Color: Silver Available While Quantities Last	Yes	2.75"x2.75"x57"	5	\$124.00	\$71.92
55368CHB	Freedom One Lectern -Discontinued Color: Cherry/Black Available While Quantities Last	Yes	34"x30"x30"-42"	178	\$1,712.00	\$992.96
55368FMB	Freedom One Lectern -Discontinued Color: Fusion Maple/Black Available While Quantities Last	Yes	34"x30"x30"-42"	178	\$1,712.00	\$992.96
55368FMS	Freedom One Lectern -Discontinued Color: Fusion Maple/Silver Available While Quantities Last	Yes	34"x30"x30"-42"	178	\$1,712.00	\$992.96
55368IB	Freedom One Lectern --Discontinued Color: Indigo Organix/Black Available While Quantities Last	Yes	34"x30"x30"-42"	178	\$1,712.00	\$992.96
55368IS	Freedom One Lectern --Discontinued Color: Indigo Organix/Silver Available While Quantities Last	Yes	34"x30"x30"-42"	178	\$1,712.00	\$992.96
55439WFCWDW	InTouch40 Tablet/Chromebook Cart Sync-Charge w/Cord Wrap - Discontinued Color: White Fiesta/Cool White Available While Quantities last	Yes	35"x24"x39.125"	258	\$3,798.00	\$2,202.84
55432WFSBW	InTouch32 Tablet Cart w/Balloon Wheels -Discontinued Color: White Fiesta/Silver Available While Quantities Last	Yes	18"x24"x44.8125"	178	\$2,446.00	\$1,418.68
55441WFCWDW	InTouch40 Tablet/Chromebook Cart w/Cord Wrap w/Directional Wheels - Discontinued Color: White Fiesta/Cool White Available While Quantities last	Yes	35"x24"x39.125"	258	\$2,438.00	\$1,414.04
55463CHBBW	vLT32 for Large Screen Chromebook Cart with Cycle Timer -Discontinued Color: Cherry/Black Available While Quantities Last	Yes	26.75"x30"x41.75"	245	\$2,398.00	\$1,390.84
55465WFSBW	Cloud32 Chromebook Cart w/Rear Door & Balloon Wheel -Discontinued Color: White Fiesta/Silver Available While Quantities last	Yes	24"x24"x45.8125"	205	\$2,398.00	\$1,390.84



Contract Award Notification Update

Subject: Cancellation for Cause

DATE: April 20, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: Furniture- All Types (Statewide)

CONTRACT PERIOD: December 2, 2013 - December 1, 2018

CONTACT: Tammy Althiser | 518-474-3382 | tammy.althiser@ogs.ny.gov

CONTRACT NO.: PC66286

CONTRACTOR: Jim Quinn & Associates

Effective immediately, Procurement Services has suspended the following contractor:

Jim Quinn & Associates
12 Morningside Drive
Schenectady, NY 12303
FEIN # 364732939
VID #1000056360

No orders shall be made against contract number PC66286. In addition, effective close of business May 20, 2015, Jim Quinn & Associates' will be terminated for cause as outlined in **Appendix B (dated July 2006), 60 - TERMINATION a) For Cause.**

All other terms and conditions of the award remain unchanged.



Office of
General Services

Procurement
Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Updated Terms & Conditions for Trendway Corp.

DATE: February 5, 2015

AWARD #: [22398](#)

GROUP #: 20915

AWARD DESCRIPTION: FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide)

CONTRACT PERIOD: December 02, 2013 - December 01, 2018

CONTRACT MANAGEMENT SPECIALIST: Tammy Althiser | 518-474-3382 | tammy.althiser@ogs.ny.gov

CONTRACT No.: PC66327 CONTRACTOR: Trendway Corporation

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note that Trendway Corporation has increased the discounts available to Authorized Users of this contract. This change will result in lower net prices to contract users.

To view the updated discounts please see the tab for Trendway in the Contractor Terms document located at <http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>.

All other terms and conditions for this award remain the same. Please adjust your records accordingly.

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NYS Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: December 16, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Tammy Althiser
Contract Management Specialist 1
(518) 474-3382
tammy.althiser@ogs.ny.gov

CONTRACT PERIOD: December 2, 2013 –
December 1, 2018

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Cancellation for Convenience
PC66511 Nevers Industries Inc.

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Pursuant to notification delivered to the existing contractor by the Office of General Services New York State Procurement Office, Nevers Industries Inc.'s contract will be cancelled for convenience in accordance with sixty (60) days written notice. Contract PC66511 will terminate close of business February 15, 2015 and no further orders shall be made against this Contract number.

All other terms and conditions of the award remain the same.

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NYS Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: December 15, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Tammy Althiser
Contract Management Specialist 1
(518) 474-3382
tammy.althiser@ogs.ny.gov

CONTRACT PERIOD: December 2, 2013 –
December 1, 2018

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Cancellation for Convenience
PC66443 – Gaylord Bros., Inc.

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Pursuant to notification delivered to the existing contractor by the Office of General Services New York State Procurement Office, Gaylord Bros., Inc.'s contract will be cancelled for convenience in accordance with sixty (60) days written notice. Contract PC66443 will terminate close of business December 31, 2014 and no further orders shall be made against this Contract number.

All other terms and conditions of the award remain the same.

New York State Office Of General Services
NYS Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: December 4, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling)
(Statewide)

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Tammy Althiser
Contract Management Specialist 1
(518) 474-3382
tammy.althiser@ogs.ny.gov

CONTRACT PERIOD: December 2, 2013 –
December 1, 2018

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: PRICE LIST UPDATES and NEW CONTRACT MANAGER

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Updated price lists have been posted to the Contractor Info section of the web page:

<http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>.

These new price lists are effective immediately upon being posted.

Also, the Furniture contract has a new Contract Manager, Tammy Althiser. Her contact information is listed above.

All other terms and conditions of this award remain unchanged.
Please contact this office if you have any questions.

New York State Office of General Services
New York State Procurement (NYSPro)
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Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: August 5, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling)
(Statewide)

**PLEASE ADDRESS INQUIRIES TO
AUTHORIZED CONTACT:**

Ronald Brown
Contract Management Specialist 2
ronald.brown@ogs.ny.gov
(518) 474-7648

CONTRACT PERIOD: December 2, 2013 -
December 1, 2018

Customer Services
customer.services@ogs.ny.gov
(518) 474-6717

SUBJECT: PRICE LIST UPDATE PROCEDURES

TO ALL CURRENT CONTRACTORS:

Please see the Q & A below for clarification of the procedure for submitting Price List Updates and New Product Lines. These will be accepted from August 1, 2014 – August 15, 2014.

Q: Our Price List Update includes multiple existing product lines. Do I need to create a separate Sheet 1 for each of those product lines?

A: No. Multiple existing product lines can be updated with a single Sheet 1.

Q: Our company currently offers several lines of furniture. We recently introduced an additional line, within our own Manufacturer's Product Line. Would the addition of this new line be considered a New Product Line?

A: Yes. A new product line offered by a manufacturer is considered a New Product Line under this Update. For each new such line, create a new Sheet 1, selecting New Product Line in the first box after Contractor Name.

Q: Does this Update offer an opportunity for a contract holder to add products from a new manufacturer, when the contractor does not already offer that manufacturer under the contract?

A: No.

Q: Our company is requesting a Price List Update. We don't plan to change any of the other terms listed on Sheet 1, such as Discount Offered or Inside Delivery charges. Do we need to fill out those sections of Sheet 1?

A: Yes. If no change is requested, fill in your current terms as listed under the contract. They can be found in the Contractor Terms spreadsheet downloadable from this website:
<http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>

Q: Our company has one price list currently in effect, and another price list scheduled to take effect for the general public on November 1, 2014. May we submit the future price list at this time?

A: No. Only your current, commercially available price lists may be submitted at this time.

Q: We have not yet submitted our Sales Report for 12/1/13 – 5/31/14. Can we still do so?

A: Sales Reports must be up to date in order for an update to be considered. If you submit your sales report before your Price List Update, we will consider the Price List Update.

Review FAQs here for proper reporting procedure and other useful

information: <http://ogs.ny.gov/purchase/spg/pdfdocs/2091522398FAQ.pdf>

Contractors must use the sales reporting document as listed on the OGS website:

<http://ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM> titled REPORT OF CONTRACT

PURCHASES. Contractors are responsible for reporting the sales of their Authorized Dealers listed on the contract (if any). Contractor must collect and compile all sales data from Authorized Dealers and report it to OGS in the required REPORT OF CONTRACT PURCHASES format.

In the event Contractors have "NO SALES" to date, Contractor shall indicate such and return the proper reporting form to OGS as referenced above. These sales reports shall be e-mailed to:

ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov. In the "subject" line, use **22398 SALES REPORT "Contractor Name" June 2014**

NOTE: "Contractor Name" should be replaced with the name of the Contractor as shown on the Contractor Information page.

Q: We have already submitted our Update, but want to make changes based on this Q & A. May we resubmit our Update?

A: Yes. It must be received no later than August 15, 2014, and must clearly state that it is a resubmission intended to replace your original submission.

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New York State Procurement (NYSPro)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: July 21, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling)
(Statewide)

**PLEASE ADDRESS INQUIRIES TO
AUTHORIZED CONTACT:**

Ronald Brown
Contract Management Specialist 2
ronald.brown@ogs.ny.gov
(518) 474-7648

CONTRACT PERIOD: December 2, 2013 -
December 1, 2018

Customer Services
customer.services@ogs.ny.gov
(518) 474-6717

SUBJECT: PRICE LIST UPDATES

TO ALL CURRENT CONTRACTORS:

NYSPro will begin allowing contractors to update their price lists beginning August 1, 2014 using a required Excel spreadsheet that contains three tabs: Instructions, Sheet 1, and Checklist. In order for a Contractor's price list(s) to be approved by NYSPro, the Contractor must fill out the document in its entirety and provide all of the necessary documentation as requested.

NYSPro will soon begin reaching out to Contractors with the Excel spreadsheet as an attachment. We will be using email addresses that we currently have listed for Contractors in our award documents as posted online. Only current Contractors will be receiving emails and only Contractors are eligible to request price list updates. Please note Authorized Dealers are not considered Contractors.

Contractors take note that in order to be approved for price list updates, you **MUST** be up-to-date on all sales reporting requirements for this contract. Please refer to <http://ogs.ny.gov/purchase/spg/pdfdocs/2091522398FAQ.pdf> to review reporting requirements. **NO CONTRACTOR WILL BE APPROVED FOR PRICE LIST UPDATES WITHOUT UP-TO-DATE SALES REPORTS ON FILE WITH NYSPRO.** Reports were due in NYSPro June 15, 2014. Sales Reports may be sent to ogs.sm.ps_cm_foodfurniturehardware@ogs.ny.gov with **22398 SALES REPORT "Insert Your Contractor Name" June 2014** typed in the "subject" line.

NYSPro will begin emailing Contractors the week of July 28th. Contractors will be allowed to update their price lists from August 1-15, 2014 only. Our office will work to get updated price lists approved and published as quickly as possible.

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Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: May 30, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling)
(Statewide)

PLEASE ADDRESS INQUIRIES TO DESIGNATED CONTACTS:

Ronald Brown
Contract Management Specialist 2
ronald.brown@ogs.ny.gov

BID OPENING: June 7, 2012

Customer Services
customer.services@ogs.ny.gov

SUBJECT: Cancellation for Convenience
PC66514 – Peter Pepper Products Inc.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Pursuant to notification delivered to the existing contractor on May 29, 2014 by the Office of General Services New York State Procurement Office, Peter Pepper Products' contract will be cancelled for convenience in accordance with sixty (60) days written notice. Contract PC66514 will terminate close of business July 29, 2014 and no further orders shall be made against this Contract number.

All other terms and conditions of the award remain the same.

New York State Office Of General Services
New York State Procurement
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Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: May 20, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient
Handling) (Statewide)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Ronald Brown
Contract Management Specialist 2
(518) 474-7648
ronald.brown@ogs.ny.gov

CONTRACT PERIOD: December 2, 2013 through
December 1, 2018

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: SALES REPORT CLARIFICATION

TO: ALL CONTRACT HOLDERS

Contract holders are required to submit their sales reports every six months to the contract administrator listed above. These sales must be reported using the Microsoft Excel template found here: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398UsageReport.xlsx>. It can also be found by clicking “Report of Contract Purchases” on the main contract web page. Below is the report schedule, as detailed in the FAQs, which can be found here: <http://www.ogs.ny.gov/purchase/spg/pdfdocs/2091522398FAQ.pdf>

Question: What time periods should Contractors be capturing for the Report of Sales and when are they due to OGS?

Answer: Contractors shall furnish semiannual (every six months) reports as follows:

12/1/13 – 5/30/14 Report Due: June 15, 2014
6/1/14 – 11/30/14 Report Due: December 15, 2014
12/1/14 – 5/30/15 Report Due: June 15, 2015
6/1/15 – 11/30/15 Report Due: December 15, 2015
12/1/15 – 5/30/16 Report Due: June 15, 2016
6/1/16 – 11/30/16 Report Due: December 15, 2016
12/1/16 – 5/30/17 Report Due: June 15, 2017
6/1/17 – 11/30/17 Report Due: December 15, 2017
12/1/17 – 5/30/18 Report Due: June 15, 2018
6/1/18 – 11/30/18 Report Due: December 15, 2018

When completing sales reports, contractor should take special care in noting if any of their authorized dealers are MWBE and/or SB vendors. Contractors who hold the PC #s under this award are responsible for compiling ALL of the sales data from their authorized dealers and compiling it into ONE required excel format and submitting to our office. In no instance will OGS accept sales reports from a Contractor's authorized dealers. These reports will NOT be accepted by our office and credit will NOT be given to a Contractor for having a timely report filed with our office. Contractors are expected to meet the due dates as noted above.

Failure to submit the required sales reports may be cause for denial of future product listing updates, pricing updates, and/or disqualification of contractor for future contracts.

Vendors who may have held contracts under the previous furniture award (20551) which expired October 31, 2013 are required to submit any residual reports from that contract separately.

Contractors are expected to be familiar with the terms and conditions of their New York State contracts. All pertinent documents are online and can be found here:
<http://ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>

Please direct any inquiries to the NYSPRO contract administrator listed on page 1.

All other terms and conditions of the contract remain unchanged.

New York State Office Of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: May 2, 2014

GROUP: 20915 – FURNITURE (Statewide)

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Ronald Brown
Contract Management Specialist
(518) 474-7648
ronald.brown@ogs.ny.gov

CONTRACT PERIOD:

December 2, 2013 – December 1, 2018

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR/

CONTRACT NO.: Steelcase Inc. / PC66325

SUBJECT: DISCOUNT REVISIONS FOR SEVERAL STEELCASE PRODUCT LINES

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please be advised that revisions have been made to Steelcase's discounts for the following product lines:

<u>Product line</u>	<u>Revised Discount</u>
Kick, Montage, Post & Beam	75K 300K 68.70%, 70.00%
Kick, Montage, Post & Beam Express 12	57.75%
Amia, Cachet, Move, Node, Cobi, etc.	55.00%
Express 12	60.50%

These are the only product lines affected under Steelcase. The "Contractor Terms" spreadsheet has been updated to reflect these revised discounts. That spreadsheet can be found here:
<http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>
Click on "Contractor Terms" to view the excel spreadsheet containing the updated information for Steelcase.

All other terms and conditions of the contract remain the same.

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New York State Procurement
Corning Tower Building
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Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: March 13, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling)
(Statewide)

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Cindy Miner
Contract Management Specialist 2
cindy.miner@ogs.ny.gov

BID OPENING: June 7, 2012

Customer Services
customer.services@ogs.ny.gov

SUBJECT: IMMINENT AWARD - ROUND 3

TO ALL AUTHORIZED BUYERS:

This Purchasing Memo is being released as a courtesy update for both Contractors and Authorized Buyers.

OGS has approved additional awards for the above referenced Furniture bid opening. These awards are referred to as ROUND 3. The following pages provide the names, addresses and contract #s of the 40 awarded contractors for this round. OGS will be updating its website shortly to include all the necessary documents and live links.

Our office continues its evaluation of remaining bids. We anticipate ROUND 4 awardees will be released in the next several weeks.

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
		*Authorized Dealer Page is only for those dealers designated to receive payment directly.
PC66434	Art Design International dba ADI 3450 1 st Street Hubert, Quebec J3Y8Y5 Canada FID#: 100052893 VID#: 1100066655	Contract Information Page Pricing Page
PC66435	Case Systems, Inc. 2700 James Savage Road Midland, MI 48642 FID#: 383139894 VID#: 1000009254	Contract Information Page Pricing Page
PC66436	Chromcraft Revington, Inc. dba Chromcraft Contract 1 Quality Lane Senatobia, MS 38668 FID#: 351848094 VID#: 1100044508	Contract Information Page Pricing Page
PC66437	Community Products LLC dba Community Playthings 2032 Route 213 Rifton, NY 12471 FID#: 141803009 VID#: 1000014386	Contract Information Page Pricing Page
PC66438	Computer Comforts, Inc. 367 Columbia Memorial Parkway Kemah, TX 75565-3187 FID#: 760463011 VID#: 1000009682	Contract Information Page Pricing Page
PC66439	Diversified Woodcrafts, Inc. 300 South Kreuger Street Suring, WI 54174 FID#: 391909150 VID#: 1000041367	Contract Information Page Pricing Page
PC66440	Ecologic Industries LLC 3250 Oak Grove Avenue Waukegan, IL 60087 FID#: 262200106 VID#: 1100043025	Contract Information Page Pricing Page

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC66441	Executive Office Concepts dba EOC 1715 S Anderson Avenue Compton, CA 90220 FID#: 952897931 VID#: 1100089735	Contract Information Page Pricing Page *Authorized Dealers
PC66442 WBE/SB	Furniture Pro Corporation 6 Wayne Road Spring Valley, NY 10977-1407 FID#: 204425487 VID#: 1100044884	Contract Information Page Pricing Page
PC66443	Gaylord Bros., Inc. 7282 William Barry Boulevard N Syracuse, NY 13212 FID#: 571164294 VID#: 1000009528	Contract Information Page Pricing Page
PC66444	Grafco Incorporated Division of Toledo Furniture Incorporated dba Grafco Division of Toledo Furniture 2018 West Main Street PO Box 431 Stroudsburg, PA 18360 FID#: 223833777 VID#: 1000034880	Contract Information Page Pricing Page *Authorized Dealers
PC66445	Group Four Furniture, Inc. 33 Shepherd Road Oakville, Ontario L6K2G6 Canada FID#: 980612826 VID#: 1100037714	Contract Information Page Pricing Page
PC66446	Hancock & Moore dba Cabot Wrenn/Councill Contract 405 Rink Dam Road PO Box 1767 Hickory, NC 28601 FID#: 561304022 VID#: 1000009505	Contract Information Page Pricing Page
PC66447	Highmark Smart, Reliable Seating, Inc. dba Highmark 15731 Graham Street Huntington Beach, CA 92649 FID#: 953784268 VID#: 1100045961	Contract Information Page Pricing Page

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC66448	J. Squared, Inc. dba University Loft Company 2588 Jannetides Boulevard Greenfield, IN 46140 FID#: 351745169 VID#: 1100040225	Contract Information Page Pricing Page
PC66449	Jofco, Inc. dba Jofco and Jofco International 402 East 13 th Street Jasper, IN 47546 FID#: 350420350 VID#: 1100101307	Contract Information Page Pricing Page
PC66450	Kardex Remstar LLC 41 Eisenhower Drive Westbrook, ME 04092 FID#: 273846558 VID#: 1100008053	Contract Information Page Pricing Page
PC66451	Keilhauer 1450 Birchmount Road Toronto, Ontario M1P2E3 Canada FID#: 980159766 VID#: 1100015251	Contract Information Page Pricing Page
PC66452	Lakeshore Equipment Company dba Lakeshore Learning Materials 2695 E Dominquez St Carson, CA 90895 FID#: 941525814 VID#: 1000009785	Contract Information Page Pricing Page
PC66453	Mesa Contract, Inc. dba Intellaspace 4750 Shelburne Road Shelburne, VT 05482 FID#: 030360066 VID#: 1000010971	Contract Information Page Pricing Page
PC66454	Meubles Foliot, Inc. dba Foliot Furniture, Inc. 721 Roland Godard Boulevard St. Jerome, Quebec J7Y4C1 Canada FID#: 980433202 VID#: 1000041308	Contract Information Page Pricing Page

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC66455	MJ Industries, Inc. 4 Carleton Drive Georgetown, MA 01833 FID#: 043543697 VID#: 1000042710	Contract Information Page Pricing Page
PC66456	Mobilier DeBureau dba Logiflex 1235 St-Roch Road North Sherbrooke, Quebec, Canada J1NOH2 FID#: 980196946 VID#: 1000005165	Contact Information Page Pricing Page
PC66457	Nelson Adams NACO 11380 7 th Street Rancho Cucamonga, CA 91730 FID#: 273907404 VID#: 1100110174	Contract Information Page Pricing Page
PC66458	Nomad Technologies, Inc. 14800 Martin Drive Eden Prairie, MN 55344 FID#: 410885345 VID#: 1000032967	Contract Information Page Pricing Page
PC66459	Nova Solutions, Inc. 421 West Industrial Avenue Effingham, IL 62401 FID#: 371343933 VID#: 1000009228	Contract Information Page Pricing Page
PC66460	NPS Public Furniture Corporation dba National Public Seating 149 Entin Road Clifton, NJ 07014 FID#: 451215935 VID#: 1100019951	Contract Information Page Pricing Page *Authorized Dealers
PC66461	Nucraft Furniture Company 5151 West River Drive Comstock Park, MI 49321 FID#: 381238692 VID#: 1100004183	Contract Information Page Pricing Page
PC66462	Safco Products Company 9300 West Research Center Road New Hope, MN 55428 FID#: 410911459 VID#: 1100039932	Contract Information Page Pricing Page

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC66463	Sauder Manufacturing Company dba WIELAND, Sauder Education 930 West Barre Road Archbold, OH 43502 FID#: 344407705 VID#: 1000009140	Contract Information Page Pricing Page
PC66464	Sedia Systems, Inc. dba Sedia Systems 1820 West Hubbard Street Suite 300 Chicago, IL 60622 FID#: 202278815 VID#: 1000052711	Contract Information Page Pricing Page
PC66465	Senator International dba Allermuir 1630 Holland Road Maumee, OH 43537 FID#: 208744510 VID#: 1100016625	Contract Information Page Pricing Page *Authorized Dealers
PC66466	SICO America, Inc. 7525 Cahill Road Minneapolis, MN 55439 FID#: 411763365 VID#: 1100004186	Contract Information Page Pricing Page *Authorized Dealers
PC66467	Tesco Industries LP 1035 East Hacienda Bellville, TX 77418 FID#: 741850608 VID#: 1000057866	Contract Information Page Pricing Page *Authorized Dealers
PC66468 SBE	Thompson Contract, Inc. dba Kusch+Co 41 Kayland Court Bohemia, NY 11716 FID#: 113047481 VID#: 1000056547	Contract Information Page Pricing Page
PC66469	TMC Furniture, Inc. 119 East Ann Street Ann Arbor, MI 48104 FID#: 383430617 VID#: 1100067261	Contract Information Page Pricing Page *Authorized Dealers

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC66470	Transformations by Wieland, Inc. dba Transformations Furniture 16840 State Road 37 PO Box 308 Harlan, IN 46743 FID#: 352014386 VID#: 1000053000	Contract Information Page Pricing Page
PC66471	Transwall Office Systems, Inc. 1220 Wilson Drive West Chester, PA 19380 FID#: 203524714 VID#: 1000044337	Contract Information Page Pricing Page
PC66472	Tristate Apartment Furnishers LLC 431 Timpson Place Bronx, NY 10455 FID#: 134018400 VID#: 1100109431	Contract Information Page Pricing Page
PC66473 SB	United Supply Corporation 250 44 th Street Brooklyn, NY 11232 FID#: 113309950 VID#: 1000024756	Contract Information Page Pricing Page

Office of General Services
New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398-ES](#)

DATE: January 13, 2014

GROUP: 20915 - Furniture

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Cynthia A. Miner
Contract Management Specialist II
(518) 474-5535
cindy.miner@ogs.ny.gov

CONTRACT PERIOD:

December 2, 2013 – December 1, 2018

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR(S)/

CONTRACT NO(S): ALL CONTRACTS

SUBJECT: AUTHORIZED DEALER CLARIFICATION

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

To clarify the use of authorized dealers, please note the following:

There are two types of authorized dealers – those that can accept orders and direct payment and those that cannot. The Contract Award Notice, located at the web address listed below, specifically lists the authorized dealers who can accept direct payment. This information can be found by using the link entitled, “Contractor Info”.

Contractors are permitted to designate other authorized dealers who are not listed on our website but these dealers are not allowed to accept direct payment. It is not OGS’s intention to track authorized dealers who are not accepting direct payment.

<http://www.ogs.ny.gov/purchase/spg/awards/2091522398CAN.HTM>

New York State Office Of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22398](#)

DATE: January 17, 2014

GROUP: 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling)
(Statewide)

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Cindy Miner
Contract Management Specialist2
cindy.miner@ogs.ny.gov

BID OPENING: June 7, 2012

Customer Services
customer.services@ogs.ny.gov

SUBJECT: IMMINENT AWARD - ROUND 2

TO ALL AUTHORIZED BUYERS:

This Purchasing Memo is being released as a courtesy update for both Contractors and Authorized Buyers.

OGS has approved additional awards for the above referenced Furniture bid opening. These awards are referred to as ROUND 2. The following page provides the names, addresses and contract #s of the five awarded contractors for this round. OGS will be updating its website shortly to include all the necessary documents.

Our office continues its evaluation of remaining bids.

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
		*Authorized Dealer Page is only for those dealers designated to receive payment directly.
PC66402	August Incorporated 354 Congress Park Drive Dayton, OH 45459 FID#: 310864112 VID: 1000044706	Contact Information Page Pricing Page
PC66403	Datum Filing Systems, Inc. 89 Church Road Emigsville, PA 17318 FID#: 112156739 VID#: 1000005608	Contact Information Page Pricing Page
PC66404 SB	Eminence Group, Inc. dba Colecraft Commercial Furnishings 2155 Allen Street Falconer, NY 14377 FID#: 753065762 VID#: 1000009677	Contact Information Page Pricing Page
PC66406 NYS SB	Nickerson Corporation 11 Moffitt Boulevard Bay Shore, NY 11706 FID#: 060905538 VID#: 1000005344	Contact Information Page Pricing Page
PC66408	Scholar Craft Products One Scholar Craft Parkway Birmingham, AL 35217 FID#: 630835284 VID#: 1000009610	Contact Information Page Pricing Page *Authorized Dealer Page

State of New York Executive Department
 New York State Procurement (NYSPro)
 Corning Tower Building - 38th Floor
 Empire State Plaza
 Albany, New York 12242
<http://www.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide)	
		Classification Code: 56	
Award Number	:	<u>22398</u>	(Replaces Award 20551)
Contract Period	:	December 2, 2013 – December 1, 2018	
Bid Opening Date	:	June 7, 2012	
Date of Issue	:	December 02, 2013	
Specification Reference	:	As Incorporated In The IFB	
Contractor Information	:	Appears on Page 2 of this Award	

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Cindy Miner	New York State Procurement
Title : Contract Management Specialist II	Customer Services
Phone : 518-474-5535	Phone : 518-474-6717
Fax : 518-474-5052	Fax : 518-474-2437
E-mail : cindy.miner@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Household & Quarters; Office Casegoods & Systems; School (all age groups); Shelving (open and high density) & Storage; Library; Computer; Auditorium & Theater; Task & Specialty Seating. Excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLTION IS NOT PART OF THIS AWARD.**

PR # 22398

NOTE: See individual contract items to determine actual awardees.

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Dealers) may be found on a separate attachment titled “CONTRACTOR INFORMATION PAGE” which is housed on the Award Summary page.

Contractor information (i.e. Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled “CONTRACTOR TERMS PAGE” which is housed on the Award Summary page.

SCOPE:

It is the intent of this Award to establish a comprehensive multiple manufacturer’s product line contract for NEW, unused and in current production commercial and institutional quality furniture in the following categories listed below. Direct patient care medical furniture (for example, exam tables, wheel chairs, geriatric chairs, over bed tables, etc.) and remanufactured or refurbished furniture products are NOT a part of this IFB.

- | | |
|---|--|
| 1. Conference Furniture includes Seating and Tables | 7. Office Furniture includes Bookcases, Casegoods, Lounge, Seating, and Tables |
| 2. Dormitory Furniture | 8. School Furniture includes Cafeteria Tables |
| 3. General Purpose Tables | 9. Specialty Seating |
| 4. High Density Filing | 10. Systems Furniture |
| 5. Household Furniture | |
| 6. Library Furniture | |

DESCRIPTION OF CATEGORIES:

1. Encompasses all seating to go with Conference Tables, including stacking chairs. Includes tables of various styles and materials suitable for conference rooms or areas from basic to executive levels. May also include meeting room tables.
2. Includes Bedroom, Lounge, Dining Hall, in room Storage and Desks. Suitable for school dormitory generally more durable and versatile than household.
3. Includes work tables, occasional tables and folding tables.
4. Includes manual or powered shelving designed to take as little space as possible also includes retrieval systems.
5. Includes Living Room, Dining Room and Bedroom furniture suitable for Community residence programs. Some of the upholstered Seating and cross over to Dormitory or office Lounge.
6. Includes bookcases, display cases, tables, chairs, lounge seating carts and circulation desks.
7. Includes desks, files credenzas, and storage for use in office environments made of metal and/or wood. Bookcases for office and library application furniture include case goods, filing, storage and seating for upper level Executive offices also usable for courtrooms. This category consists of upholstered seating (chairs, loveseats and sofas) and occasional tables as would be found in a waiting area and includes Ergonomic Task, and Managerial chairs and Side chairs.
8. Consists of student desks, tables and seating for elementary schools through college found in classrooms.
9. This includes big and tall seating, bariatric, gang seating such as that found in public transportation terminals and laboratory stools.
10. Includes products and parts to build “Cubicles” and modular office space.

PRICE

General - 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 dock delivery and tailgating of load which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Discounts - Prices are expressed as a discount from the manufacturer's RETAIL Price List for either the entire price list or breakdowns by style, function, etc., from the manufacturer's RETAIL Price List. Volume discounts, if offered, shall also be based on RETAIL Price List. Any restocking fees are included in the retail price list as a percentage (%) of the net price. Discount shall remain in effect for the entire contract period.

Price lists submitted with the bid shall remain in effect for one year after awarded a contract. After that time contractor may submit new RETAIL price lists on an **annual basis**. Effective date of new price lists will be when they have been reviewed and approved by OGS and published on the OGS website.

Volume Discounts - If offered, shall apply to orders delivered to the same location at the same requested time. The contractor, at his discretion, may include multiple delivery points from the same agency.

Inside Delivery - An additional fee for inside delivery may be listed by contractor. Contractor may list different fees for **Downstate** -Metropolitan NYC (from Westchester County South and Long Island) and **Upstate** - the rest of NY State.

Inside Delivery is intended for essentially free standing furniture when the ordering agency is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example, attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), leaving ready for use and removal of debris. This cannot be applied to installations such as Systems Furniture and High Density Shelving. (See "Installation" below.)

This additional fee may not be used to assemble furniture shipped "KD". (See "Delivery Condition" clause herein.)

This inside delivery fee shall be based on the following conditions:

1. Delivery location has a loading dock or off street loading area
2. The delivery will be to the same floor as the loading dock or there is a freight elevator available
3. The delivery may be completed during regular working hours
4. Deviations from the above shall require a separate non-contract negotiation by the ordering agency at the time of order

Installation – Installation of products such as systems furniture, high density filing systems, etc. **shall be handled by the ordering agency according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, all state and local codes and public works guidelines if applicable.**

New York State's determination of acceptable price lists shall be final. Furthermore, the State reserves the right to delete products from a price list that are not considered relevant or which may be available from a Preferred Source (please refer to "PREFERRED SOURCE PRODUCTS" clause) or which do not meet the listed categories herein. The remainder of the price list offerings that meet requirements shall be offered at the percentage discount.

EXCLUSION OF PRODUCTS:

Contractors are reminded that they are only allowed to sell under contract those product lines and categories for which they were awarded by OGS. If the Contractor's price list and/or catalog referenced for this award lists categories and/or product lines that are not specifically listed in this award, then they may NOT be sold as contract items. It is the responsibility of the Contractor to know what they are allowed to sell under this contract. It is the authorized buyers' responsibility to check with NYSPRO if they have any questions or concerns about a specific product line or category being sold under contract.

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Adden Furniture, Inc.		X	X		X	X	X			
Agati, Inc.	X		X		X	X	X	X	X	X
AIS Holdings Corp.	X						X			X
Allseating Corp.	X	X			X	X	X	X	X	
Allsteel, Inc.	X		X			X	X	X	X	X
Amcase Inc.	X	X	X			X	X	X		X
American Seating Company	X	X	X	X		X	X	X	X	X
Arcadia Chair Company	X	X	X		X	X	X			
Artco-Bell Corporation	X		X				X	X		
ArtoPex Inc.	X	X	X		X	X	X	X	X	X
ASSA Group	X		X			X	X	X		X
Aurora Storage Products, Inc.				X						
Blockhouse Company, Inc.		X	X		X				X	
Borroughs Corporation				X		X				
Bretford Manufacturing, Inc.	X	X	X			X	X	X		
Brodart Co.	X	X				X	X		X	
Butler Woodcrafters Inc.	X	X	X		X	X	X			
CBT Supply, Inc.	X		X			X	X	X		X
Classic Leather, Inc.	X		X		X	X	X		X	
Columbia Manufacturing Inc.								X		
Commercial Furniture Group, Inc.	X	X	X		X	X	X	X	X	
Concord Products Company Inc.	X		X				X	X	X	X
Corilam Fabricating Co Inc.			X		X	X		X		
Cramer LLC							X		X	
Daco Limited Partnership	X		X			X	X	X	X	
Darran Furniture Industries, Inc.	X	X	X		X		X			
David Edward Company Ltd	X	X	X		X	X	X			
DCI Inc		X			X					
DEMCO Inc			X			X	X	X		
Design Options Holdings LLC	X		X				X	X		X
Ditto Sales Inc	X		X			X	X	X	X	
Encore Seating Inc	X	X			X	X	X			
Ergoflex Systems Inc							X			X
ErgoGenesis LLC	X						X		X	
Ergonom Corporation	X	X	X		X	X	X	X	X	
ESI Ergonomic Solutions LLC			X				X			
Exemplis Corporation	X	X				X	X	X	X	

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
F E Hale Mfg Co						X	X			
Fleetwood Group	X		X			X	X	X		
Global Industries Inc	X	X	X		X	X	X	X	X	X
Grand Rapids Chair Company					X	X		X		
Greene Manufacturing Inc								X		
Groupe Lacasse LLC	X					X	X	X		X
Gunlocke Company LLC, The	X		X				X		X	
Hallagan Manufacturing Inc					X					
Hann Mfg Inc			X					X		
Harden Furniture Inc	X	X	X		X	X	X			
Haskell Office LLC	X		X				X	X		
Haworth Inc			X				X			X
Herman Miller Inc	X	X	X			X	X	X	X	X
Hertz Furniture Systems LLC	X	X	X			X	X	X	X	
High Point Furniture Industries Inc	X	X	X		X	X	X	X	X	
HLF Furniture, Inc.	X				X	X	X			
HON Company, The	X		X				X	X		X
IMF Solutions LLC	X	X	X				X	X		X
Indiana Furniture Industries Inc	X		X			X	X		X	
Inscape						X	X	X		X
Integra Inc		X	X		X	X	X		X	
Interior Resources Inc	X	X	X		X			X		
Ironwood Mfg Inc						X	X	X		
Irwin Seating Company								X		
ISE Inc	X		X				X	X	X	
Jasper Seating Company Inc	X		X			X	X	X	X	
JFD Sales Consulting Services			X				X	X		
Jim Quinn and Associates	X					X	X			
John Savoy & Son Inc	X	X	X							
JSJ Furniture Corp	X	X	X			X	X	X		
Kaplan Early Learning Company								X		
Kentuckiana Foam Inc	X		X			X	X	X	X	
Kimball Office Inc	X	X	X		X	X	X	X		
Knoll Inc	X		X		X	X	X			X
Knú LLC	X	X	X		X		X	X	X	
Krueger International Inc	X	X	X			X	X	X	X	X
Krug Inc	X		X			X	X	X	X	

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Landscape Forms Inc			X		X			X	X	
Leland International Inc	X	X	X		X	X	X	X	X	
Lesro Industries Inc	X		X			X	X		X	
Liat LLC						X				
Library Interiors Inc	X	X	X	X	X	X	X	X	X	
LSI Corporation of America Inc		X		X			X	X		
Mayline Company LLC	X		X	X			X	X	X	X
Mitchell Furniture Systems Inc	X	X	X	X						
Mity-Lite Inc	X		X			X		X	X	
Modern Industrial Design Ltd	X	X	X	X	X	X	X	X	X	X
ModuForm Inc		X	X			X	X	X	X	
Montel Aetnastak Inc				X		X	X			
National Office Furniture Inc	X		X			X	X	X	X	
Nemschoff Chairs	X	X	X		X	X	X	X	X	
Neutral Posture Inc	X						X			
New England Woodcraft Inc		X	X		X		X			
Next Wood Inc	X	X	X			X	X	X		
Norix Group Inc	X	X	X		X				X	
Office Master Inc	X	X			X	X	X	X	X	
OFS Brands Inc	X		X		X	X	X	X	X	
Oklahoma Multimedia Equipment Corp.	X						X	X		
Palmer Hamilton LLC	X	X	X			X	X	X		
Palmieri Furniture Limited			X			X	X			
Paragon Furniture LP			X			X	X	X	X	
PS Furniture Inc	X		X			X	X	X		
Raynor Marketing LTD	X	X	X							
Reimers Furniture Mfg Inc	X						X		X	
School Specialty Inc			X					X		
Seating Inc	X	X			X	X	X	X	X	
Spectrum Industries Inc		X	X			X	X	X	X	
Steelcase Inc	X	X			X	X	X	X	X	X
Teknion LLC	X		X				X		X	X
Trendway Corporation	X		X				X	X		X

When viewing the CONTRACTOR INFORMATION PAGE and CONTRACTOR TERMS PAGE - 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 NYS PROCUREMENT 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 NYS PROCUREMENT.

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 NYS Procurement 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

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).

(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 NYS Procurement, 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 518-486-1255.

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 (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this award 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.

(continued)

DELIVERY:

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

Product is required as soon as possible.

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 NYS Procurement.

MINIMUM ORDER:

Minimum order if required is established by the contractor and stated on CONTRACTOR TERMS PAGE where indicated.

The contractor may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the agency's choice if they wish to accept the offer.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications and CONTRACTOR TERMS PAGE for specific product line warranty info.

Product offered must meet all requirements of the solicitation including full commercial/retail availability. Product literature and specifications must also be available.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is _____."(insert height in this space).

CONTRACT PERIOD AND EXTENSION:

General - It is the intention of the State to enter into a contract for the term as stated on the Contract Award Notification except that the commencement and termination dates appearing on the Contract Award Notification may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

Unilateral Short Term Extension by the State - 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.

Cancellation For Convenience By The State - The State of New York retains the right to cancel 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.

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 the best quantity discount line or \$500,000 list per single order.

(continued)

INTERNET WEBSITES:

The State recommends that successful bidders have a designated NYS contract website for end users' direct access. The website will be the responsibility of the contractor to maintain and keep updated. **Changes in product line or pricing must be approved by NYSPro.** Hard copy catalog and price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

NYSPro agrees to permit Contractor to utilize **approved**, Authorized Dealers, to participate as alternate distribution sources for Contractor. Authorized Dealers may be added at any time during the Contract term at the discretion of the Contractor provided that they comply with all of the conditions of participation set forth in paragraph B, below, with no set minimum or maximum number of Authorized Dealers who may be used. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s): Contractor specifies whether orders must be placed directly with Contractor, or may be placed directly with Authorized Dealer(s).

1. Authorized Dealer(s) must be **approved in advance** by OGS as a condition of eligibility.

Modifications in Authorized Dealer list:

If the Contractor allows Authorized Dealers to participate in the Contract, requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted for prior approval of OGS.

Contract holders allowing Authorized Dealers to accept purchase orders and payments directly have provided OGS a URL (universal resource locator) to their website. The website provides contact information for the New York State Authorized Dealers.

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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish **semiannual reports** containing total sales for both state agency and authorized non-state agency contract purchases no later than 15 days after the close of the semi-annual reporting period. Failure to submit the required report may be cause for disqualification of contractor for future contracts.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

Contractors shall refer to **REPORT OF CONTRACT PURCHASES** on the Award Summary page and complete the template provided by OGS.

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to New York State Procurement (NYSPro), 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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. OGS reserves the right to cancel a contract where annual minimum sales to NYS eligible contract users is less than \$100,000.00.

(continued)

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.

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, when such products/services meet the form, function and utility of the agency. Some products/services 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.

Resultant 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.

OVERLAPPING CONTRACT ITEMS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All contractors have indicated if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see pricing page for each contractor).

DISPUTE RESOLUTION POLICY:

It is the policy of New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO'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).

(continued)

"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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

PACKAGING:

All packaging shall meet industry standards and provide complete protection to furniture in shipment, loading and unloading, and long term storage if required.

All packaging shall be labeled as to Contents, Purchase Order No., Model No., Fabric No., and/or Finish.

DELIVERY CONDITION:

All furniture with the exception of systems furniture, high density shelving, frame type beds where side rails are attached to head and foot boards without the use of tools and dining room tables shall be delivered fully assembled and ready for use. No "KD" furniture shall be accepted unless contractor's representative is present to assemble it upon receipt. Other exceptions may be made with prior agreement between the contractor and ordering agency.

FINISHES:

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets shall be available upon request.

Colors shall be manufacturer's standard offering and shall be designated at the time of order.

WORKMANSHIP:

The assembly and finishing of all component parts shall be done in a first class workmanship-like manner. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning.

Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

FLAMMABILITY:

All textiles shall meet the flammability requirements of NFPA 260 latest update when tested in accordance with the methods of that standard.

All upholstered products offered should also meet the requirements of California Technical Bulletin 117 Section A Part I and Section D Part III when tested in accordance with that method.

Compliance with Cal. 133 shall be available at an extra cost and is listed with each Contractor's information.

Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to New York State Procurement, upon request.

(continued)

CONSTRUCTION:

Shall be manufacturer's standard design and construction resulting in good durability in high use environments. Whenever possible, cushions on upholstered furniture should be easily removable for cleaning and covers should be easily removable for laundering and replacement.

All furniture shall exhibit the highest quality workmanship in all areas of construction and finishing and comply with all applicable industry standards as set forth by but not limited to UL, ANSI/BIFMA, ASTM or OSHA.

DECORATING AIDS, CATALOGS, AND PRICE LISTS:

Office of Mental Health (OMH) and Office for People with Developmental Disabilities (OPWDD) will require quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 5" and be available for all regularly stock fabrics.

Additionally, photographs of the furniture that clearly show the product size, manufacturer and model number of each piece and finish blocks for all finishes shall also be available.

Price lists shall be provided upon request at no charge to all users. Catalogs or appropriate excerpts shall also be provided upon request at no charge.

(continued)

**Office of General Services
NEW YORK STATE PROCUREMENT (NYSPRO)
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:

NEW YORK STATE PROCUREMENT (NYSPRO)
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)

State of New York Executive Department
 New York State Procurement (NYSPRO)
 Corning Tower Building - 38th Floor
 Empire State Plaza
 Albany, New York 12242
<http://www.ogs.ny.gov>

**ROUND 2
 SUPPLEMENTAL**

CONTRACT AWARD NOTIFICATION

Title	:	Group 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide) Classification Code: 56
Award Number	:	<u>22398</u> (Replaces Award 20551)
Contract Period	:	January 21, 2014 – December 1, 2018
Bid Opening Date	:	June 7, 2012
Date of Issue	:	January 21, 2014
Specification Reference	:	As Incorporated In The IFB
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Cindy Miner Title : Contract Management Specialist II Phone : 518-474-5535 Fax : 518-474-5052 E-mail : cindy.miner@ogs.ny.gov	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

This Award document is a SUPPLEMENT to the Award that was posted December 2, 2013. Furniture All Types Statewide: Household & Quarters; Office Caseloads & Systems; School (all age groups); Shelving (open and high density) & Storage; Library; Computer; Auditorium & Theater; Task & Specialty Seating. Excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR # 22398

(continued)

NOTE: See individual contract items to determine actual awardees.

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Dealers) may be found on a separate attachment titled “CONTRACTOR INFORMATION PAGE” which is housed on the Award Summary page.

Contractor information (i.e. Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled “CONTRACTOR TERMS PAGE” which is housed on the Award Summary page.

SCOPE:

It is the intent of this Award to establish a comprehensive multiple manufacturer’s product line contract for NEW, unused and in current production commercial and institutional quality furniture in the following categories listed below. Direct patient care medical furniture (for example, exam tables, wheel chairs, geriatric chairs, over bed tables, etc.) and remanufactured or refurbished furniture products are NOT a part of this IFB.

- | | |
|---|--|
| 1. Conference Furniture includes Seating and Tables | 7. Office Furniture includes Bookcases, Casegoods, Lounge, Seating, and Tables |
| 2. Dormitory Furniture | 8. School Furniture includes Cafeteria Tables |
| 3. General Purpose Tables | 9. Specialty Seating |
| 4. High Density Filing | 10. Systems Furniture |
| 5. Household Furniture | |
| 6. Library Furniture | |

DESCRIPTION OF CATEGORIES:

1. Encompasses all seating to go with Conference Tables, including stacking chairs. Includes tables of various styles and materials suitable for conference rooms or areas from basic to executive levels. May also include meeting room tables.
2. Includes Bedroom, Lounge, Dining Hall, in room Storage and Desks. Suitable for school dormitory generally more durable and versatile than household.
3. Includes work tables, occasional tables and folding tables.
4. Includes manual or powered shelving designed to take as little space as possible also includes retrieval systems.
5. Includes Living Room, Dining Room and Bedroom furniture suitable for Community residence programs. Some of the upholstered Seating and cross over to Dormitory or office Lounge.
6. Includes bookcases, display cases, tables, chairs, lounge seating carts and circulation desks.
7. Includes desks, files credenzas, and storage for use in office environments made of metal and/or wood. Bookcases for office and library application furniture include case goods, filing, storage and seating for upper level Executive offices also usable for courtrooms. This category consists of upholstered seating (chairs, loveseats and sofas) and occasional tables as would be found in a waiting area and includes Ergonomic Task, and Managerial chairs and Side chairs.
8. Consists of student desks, tables and seating for elementary schools through college found in classrooms.
9. This includes big and tall seating, bariatric, gang seating such as that found in public transportation terminals and laboratory stools.
10. Includes products and parts to build “Cubicles” and modular office space.

(continued)

PRICE

General - 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 dock delivery and tailgating of load which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Discounts - Prices are expressed as a discount from the manufacturer's RETAIL Price List for either the entire price list or breakdowns by style, function, etc., from the manufacturer's RETAIL Price List. Volume discounts, if offered, shall also be based on RETAIL Price List. Any restocking fees are included in the retail price list as a percentage (%) of the net price. Discount shall remain in effect for the entire contract period.

Price lists submitted with the bid shall remain in effect for one year after awarded a contract. After that time contractor may submit new RETAIL price lists on an **annual basis**. Effective date of new price lists will be when they have been reviewed and approved by OGS and published on the OGS website.

Volume Discounts - If offered, shall apply to orders delivered to the same location at the same requested time. The contractor, at his discretion, may include multiple delivery points from the same agency.

Inside Delivery - An additional fee for inside delivery may be listed by contractor. Contractor may list different fees for **Downstate** -Metropolitan NYC (from Westchester County South and Long Island) and **Upstate** - the rest of NY State.

Inside Delivery is intended for essentially free standing furniture when the ordering agency is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example, attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), leaving ready for use and removal of debris. This cannot be applied to installations such as Systems Furniture and High Density Shelving. (See "Installation" below.)

This additional fee may not be used to assemble furniture shipped "KD". (See "Delivery Condition" clause herein.)

This inside delivery fee shall be based on the following conditions:

1. Delivery location has a loading dock or off street loading area
2. The delivery will be to the same floor as the loading dock or there is a freight elevator available
3. The delivery may be completed during regular working hours
4. Deviations from the above shall require a separate non-contract negotiation by the ordering agency at the time of order

Installation – Installation of products such as systems furniture, high density filing systems, etc. **shall be handled by the ordering agency according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, all state and local codes and public works guidelines if applicable.**

New York State's determination of acceptable price lists shall be final. Furthermore, the State reserves the right to delete products from a price list that are not considered relevant or which may be available from a Preferred Source (please refer to "PREFERRED SOURCE PRODUCTS" clause) or which do not meet the listed categories herein. The remainder of the price list offerings that meet requirements shall be offered at the percentage discount.

EXCLUSION OF PRODUCTS:

Contractors are reminded that they are only allowed to sell under contract those product lines and categories for which they were awarded by OGS. If the Contractor's price list and/or catalog referenced for this award lists categories and/or product lines that are not specifically listed in this award, then they may NOT be sold as contract items. It is the responsibility of the Contractor to know what they are allowed to sell under this contract. It is the authorized buyers' responsibility to check with NYSPRO if they have any questions or concerns about a specific product line or category being sold under contract.

(continued)

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
August Incorporated		X			X	X	X		X	
Datum Filing Systems Inc.		X	X	X		X	X	X		
Eminence Group Inc. cba Colecraft	X	X	X		X	X	X	X		
Nickerson Corp.	X					X	X	X	X	
Scholar Craft Products								X		

(continued)

When viewing the CONTRACTOR INFORMATION PAGE and CONTRACTOR TERMS PAGE - 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 NYS PROCUREMENT 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 NYS PROCUREMENT.

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 NYS Procurement 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

NOTE TO AUTHORIZED USERS:

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(continued)

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EXTENSION OF USE:

Any contract resulting from this award 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.

(continued)

DELIVERY:

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

Product is required as soon as possible.

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 NYS Procurement.

MINIMUM ORDER:

Minimum order if required is established by the contractor and stated on CONTRACTOR TERMS PAGE where indicated.

The contractor may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the agency's choice if they wish to accept the offer.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications and CONTRACTOR TERMS PAGE for specific product line warranty info.

Product offered must meet all requirements of the solicitation including full commercial/retail availability. Product literature and specifications must also be available.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is _____."(insert height in this space).

CONTRACT PERIOD AND EXTENSION:

General - It is the intention of the State to enter into a contract for the term as stated on the Contract Award Notification except that the commencement and termination dates appearing on the Contract Award Notification may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

Unilateral Short Term Extension by the State - 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.

Cancellation For Convenience By The State - The State of New York retains the right to cancel 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.

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 the best quantity discount line or \$500,000 list per single order.

(continued)

INTERNET WEBSITES:

The State recommends that successful bidders have a designated NYS contract website for end users' direct access. The website will be the responsibility of the contractor to maintain and keep updated. **Changes in product line or pricing must be approved by NYSPro.** Hard copy catalog and price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

NYSPro agrees to permit Contractor to utilize **approved**, Authorized Dealers, to participate as alternate distribution sources for Contractor. Authorized Dealers may be added at any time during the Contract term at the discretion of the Contractor provided that they comply with all of the conditions of participation set forth in paragraph B, below, with no set minimum or maximum number of Authorized Dealers who may be used. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s): Contractor specifies whether orders must be placed directly with Contractor, or may be placed directly with Authorized Dealer(s).

1. Authorized Dealer(s) must be **approved in advance** by OGS as a condition of eligibility.

Modifications in Authorized Dealer list:

If the Contractor allows Authorized Dealers to participate in the Contract, requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted for prior approval of OGS.

Contract holders allowing Authorized Dealers to accept purchase orders and payments directly have provided OGS a URL (universal resource locator) to their website. The website provides contact information for the New York State Authorized Dealers.

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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish **semiannual reports** containing total sales for both state agency and authorized non-state agency contract purchases no later than 15 days after the close of the semi-annual reporting period. Failure to submit the required report may be cause for disqualification of contractor for future contracts.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

Contractors shall refer to REPORT OF CONTRACT PURCHASES on the Award Summary page and complete the template provided by OGS.

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to New York State Procurement (NYSPro), 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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. OGS reserves the right to cancel a contract where annual minimum sales to NYS eligible contract users is less than \$100,000.00.

(continued)

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.

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, when such products/services meet the form, function and utility of the agency. Some products/services 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.

Resultant 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.

OVERLAPPING CONTRACT ITEMS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All contractors have indicated if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see pricing page for each contractor).

DISPUTE RESOLUTION POLICY:

It is the policy of New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO'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).

(continued)

"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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

PACKAGING:

All packaging shall meet industry standards and provide complete protection to furniture in shipment, loading and unloading, and long term storage if required.

All packaging shall be labeled as to Contents, Purchase Order No., Model No., Fabric No., and/or Finish.

DELIVERY CONDITION:

All furniture with the exception of systems furniture, high density shelving, frame type beds where side rails are attached to head and foot boards without the use of tools and dining room tables shall be delivered fully assembled and ready for use. No "KD" furniture shall be accepted unless contractor's representative is present to assemble it upon receipt. Other exceptions may be made with prior agreement between the contractor and ordering agency.

FINISHES:

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets shall be available upon request.

Colors shall be manufacturer's standard offering and shall be designated at the time of order.

WORKMANSHIP:

The assembly and finishing of all component parts shall be done in a first class workmanship-like manner. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning.

Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

FLAMMABILITY:

All textiles shall meet the flammability requirements of NFPA 260 latest update when tested in accordance with the methods of that standard.

All upholstered products offered should also meet the requirements of California Technical Bulletin 117 Section A Part I and Section D Part III when tested in accordance with that method.

Compliance with Cal. 133 shall be available at an extra cost and is listed with each Contractor's information.

Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to New York State Procurement, upon request.

(continued)

CONSTRUCTION:

Shall be manufacturer's standard design and construction resulting in good durability in high use environments. Whenever possible, cushions on upholstered furniture should be easily removable for cleaning and covers should be easily removable for laundering and replacement.

All furniture shall exhibit the highest quality workmanship in all areas of construction and finishing and comply with all applicable industry standards as set forth by but not limited to UL, ANSI/BIFMA, ASTM or OSHA.

DECORATING AIDS, CATALOGS, AND PRICE LISTS:

Office of Mental Health (OMH) and Office for People with Developmental Disabilities (OPWDD) will require quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 5" and be available for all regularly stock fabrics.

Additionally, photographs of the furniture that clearly show the product size, manufacturer and model number of each piece and finish blocks for all finishes shall also be available.

Price lists shall be provided upon request at no charge to all users. Catalogs or appropriate excerpts shall also be provided upon request at no charge.

(continued)

**Office of General Services
NEW YORK STATE PROCUREMENT (NYSPRO)
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:

NEW YORK STATE PROCUREMENT (NYSPRO)
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)

State of New York Executive Department
 New York State Procurement (NYSPRO)
 Corning Tower Building - 38th Floor
 Empire State Plaza
 Albany, New York 12242
<http://www.ogs.ny.gov>

**ROUND 3
 SUPPLEMENTAL**

CONTRACT AWARD NOTIFICATION

Title	:	Group 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide) Classification Code: 56
Award Number	:	<u>22398</u> (Replaces Award 20551)
Contract Period	:	March 12, 2014 – December 1, 2018
Bid Opening Date	:	June 7, 2012
Date of Issue	:	March 12, 2014
Specification Reference	:	As Incorporated In The IFB
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Cindy Miner Title : Contract Management Specialist II Phone : 518-474-5535 Fax : 518-474-5052 E-mail : cindy.miner@ogs.ny.gov	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

This Award document is a SUPPLEMENT to the Awards that were posted December 2, 2013 (ROUND 1) and January 21, 2014 (ROUND 2). Furniture All Types Statewide: Household & Quarters; Office Casegoods & Systems; School (all age groups); Shelving (open and high density) & Storage; Library; Computer; Auditorium & Theater; Task & Specialty Seating. Excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR # 22398

(continued)

NOTE: See individual contract items to determine actual awardees.

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Dealers) may be found on a separate attachment titled “CONTRACTOR INFORMATION PAGE” which is housed on the Award Summary page.

Contractor information (i.e. Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled “CONTRACTOR TERMS PAGE” which is housed on the Award Summary page.

SCOPE:

It is the intent of this Award to establish a comprehensive multiple manufacturer’s product line contract for NEW, unused and in current production commercial and institutional quality furniture in the following categories listed below. Direct patient care medical furniture (for example, exam tables, wheel chairs, geriatric chairs, over bed tables, etc.) and remanufactured or refurbished furniture products are NOT a part of this IFB.

- | | |
|---|--|
| 1. Conference Furniture includes Seating and Tables | 7. Office Furniture includes Bookcases, Casegoods, Lounge, Seating, and Tables |
| 2. Dormitory Furniture | 8. School Furniture includes Cafeteria Tables |
| 3. General Purpose Tables | 9. Specialty Seating |
| 4. High Density Filing | 10. Systems Furniture |
| 5. Household Furniture | |
| 6. Library Furniture | |

DESCRIPTION OF CATEGORIES:

1. Encompasses all seating to go with Conference Tables, including stacking chairs. Includes tables of various styles and materials suitable for conference rooms or areas from basic to executive levels. May also include meeting room tables.
2. Includes Bedroom, Lounge, Dining Hall, in room Storage and Desks. Suitable for school dormitory generally more durable and versatile than household.
3. Includes work tables, occasional tables and folding tables.
4. Includes manual or powered shelving designed to take as little space as possible also includes retrieval systems.
5. Includes Living Room, Dining Room and Bedroom furniture suitable for Community residence programs. Some of the upholstered Seating and cross over to Dormitory or office Lounge.
6. Includes bookcases, display cases, tables, chairs, lounge seating carts and circulation desks.
7. Includes desks, files credenzas, and storage for use in office environments made of metal and/or wood. Bookcases for office and library application furniture include case goods, filing, storage and seating for upper level Executive offices also usable for courtrooms. This category consists of upholstered seating (chairs, loveseats and sofas) and occasional tables as would be found in a waiting area and includes Ergonomic Task, and Managerial chairs and Side chairs.
8. Consists of student desks, tables and seating for elementary schools through college found in classrooms.
9. This includes big and tall seating, bariatric, gang seating such as that found in public transportation terminals and laboratory stools.
10. Includes products and parts to build “Cubicles” and modular office space.

(continued)

PRICE

General - 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 dock delivery and tailgating of load which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Discounts - Prices are expressed as a discount from the manufacturer's RETAIL Price List for either the entire price list or breakdowns by style, function, etc., from the manufacturer's RETAIL Price List. Volume discounts, if offered, shall also be based on RETAIL Price List. Any restocking fees are included in the retail price list as a percentage (%) of the net price. Discount shall remain in effect for the entire contract period.

Price lists submitted with the bid shall remain in effect for one year after awarded a contract. After that time contractor may submit new RETAIL price lists on an **annual basis**. Effective date of new price lists will be when they have been reviewed and approved by OGS and published on the OGS website.

Volume Discounts - If offered, shall apply to orders delivered to the same location at the same requested time. The contractor, at his discretion, may include multiple delivery points from the same agency.

Inside Delivery - An additional fee for inside delivery may be listed by contractor. Contractor may list different fees for **Downstate** -Metropolitan NYC (from Westchester County South and Long Island) and **Upstate** - the rest of NY State.

Inside Delivery is intended for essentially free standing furniture when the ordering agency is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example, attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), leaving ready for use and removal of debris. This cannot be applied to installations such as Systems Furniture and High Density Shelving. (See "Installation" below.)

This additional fee may not be used to assemble furniture shipped "KD". (See "Delivery Condition" clause herein.)

This inside delivery fee shall be based on the following conditions:

1. Delivery location has a loading dock or off street loading area
2. The delivery will be to the same floor as the loading dock or there is a freight elevator available
3. The delivery may be completed during regular working hours
4. Deviations from the above shall require a separate non-contract negotiation by the ordering agency at the time of order

Installation – Installation of products such as systems furniture, high density filing systems, etc. **shall be handled by the ordering agency according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, all state and local codes and public works guidelines if applicable.**

New York State's determination of acceptable price lists shall be final. Furthermore, the State reserves the right to delete products from a price list that are not considered relevant or which may be available from a Preferred Source (please refer to "PREFERRED SOURCE PRODUCTS" clause) or which do not meet the listed categories herein. The remainder of the price list offerings that meet requirements shall be offered at the percentage discount.

EXCLUSION OF PRODUCTS:

Contractors are reminded that they are only allowed to sell under contract those product lines and categories for which they were awarded by OGS. If the Contractor's price list and/or catalog referenced for this award lists categories and/or product lines that are not specifically listed in this award, then they may NOT be sold as contract items. It is the responsibility of the Contractor to know what they are allowed to sell under this contract. It is the authorized buyers' responsibility to check with NYSPRO if they have any questions or concerns about a specific product line or category being sold under contract.

(continued)

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Art Design International DBA - ADI	X					X	X	X	X	
Case Systems, Inc.			X			X	X	X		X
Chromcraft Revington, Inc.	X	X	X				X		X	
Community Products LLC						X		X		
Computer Comforts, Inc.			X					X		
Diversified Woodcrafts Inc	X	X	X			X	X	X	X	X
Ecologic Industries LLC		X	X		X	X	X			
Executive Office Concepts	X		X		X		X	X	X	X
Furniture Pro Corporation		X				X	X	X		
Gaylord Bros Inc			X			X	X			
Grafco Inc Div of Toledo Furn Inc	X		X			X		X		X
Group Four Furniture Inc	X	X	X			X	X	X	X	
Hancock & Moore DBA - Cabot Wrenn/Councill Contract	X		X			X	X		X	
Highmark Smart Reliable Seating Inc	X				X	X	X	X	X	
J Squared Inc DBA - University Loft Co.		X					X			
Jofco Inc	X		X				X			
Kardex Remstar LLC				X						
Keilhauer	X	X	X		X	X	X	X	X	
Lakeshore Equipment Company						X		X	X	
Mesa Contract Inc DBA - Intellaspace							x			x
Meubles Foliot Inc		X			x					
MJ Industries Inc				X			X			
Mobilier De Bureau dba Logiflex	X	X	X		X	X	X	X	X	
Nelson Adams NACO								X		
Nomad Technologies, Inc.	X							X		
Nova Solutions Inc	X		X			X	X	X		
NPS Public Furniture Corp. DBA - National Public Seating	X		X			X	X	X	X	
Nucraft Furniture Company	X					X	X			
Safco Products Co	X		X	X		X	X	X	X	
Sauder Mfg Co	X	X	X		X	X	X	X	X	
Sedia Systems Inc									X	

(continued)

SUPPLEMENTAL

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Senator International dba Allermuir	X	X	X				X		X	
SICO America Inc	X		X					X		
Tesco Industries LP	X					X	X			
Thompson Contract Inc DBA Kusch & Co.	X	X	X		X	X	X	X	X	X
TMC Furniture Inc	X	X	X			X	X	X		
Transformations by Wieland Inc		X			X	X	X	X	X	
Transwall Office Systems Inc										X
Tristate Apartment Furnishers LLC		X			X					
United Supply Corp								X		

(continued)

When viewing the CONTRACTOR INFORMATION PAGE and CONTRACTOR TERMS PAGE - 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 NYS PROCUREMENT 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 NYS PROCUREMENT.

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 NYS Procurement 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

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).

(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 NYS Procurement, 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 518-486-1255.

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 (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this award 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.

(continued)

DELIVERY:

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

Product is required as soon as possible.

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 NYS Procurement.

MINIMUM ORDER:

Minimum order if required is established by the contractor and stated on CONTRACTOR TERMS PAGE where indicated.

The contractor may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the agency's choice if they wish to accept the offer.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications and CONTRACTOR TERMS PAGE for specific product line warranty info.

Product offered must meet all requirements of the solicitation including full commercial/retail availability. Product literature and specifications must also be available.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is _____."(insert height in this space).

CONTRACT PERIOD AND EXTENSION:

General - It is the intention of the State to enter into a contract for the term as stated on the Contract Award Notification except that the commencement and termination dates appearing on the Contract Award Notification may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

Unilateral Short Term Extension by the State - 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.

Cancellation For Convenience By The State - The State of New York retains the right to cancel 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.

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 the best quantity discount line or \$500,000 list per single order.

(continued)

INTERNET WEBSITES:

The State recommends that successful bidders have a designated NYS contract website for end users' direct access. The website will be the responsibility of the contractor to maintain and keep updated. **Changes in product line or pricing must be approved by NYSPRO.** Hard copy catalog and price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

NYSPRO agrees to permit Contractor to utilize **approved**, Authorized Dealers, to participate as alternate distribution sources for Contractor. Authorized Dealers may be added at any time during the Contract term at the discretion of the Contractor provided that they comply with all of the conditions of participation set forth in paragraph B, below, with no set minimum or maximum number of Authorized Dealers who may be used. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s): Contractor specifies whether orders must be placed directly with Contractor, or may be placed directly with Authorized Dealer(s).

1. Authorized Dealer(s) must be **approved in advance** by OGS as a condition of eligibility.

Modifications in Authorized Dealer list:

If the Contractor allows Authorized Dealers to participate in the Contract, requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted for prior approval of OGS.

Contract holders allowing Authorized Dealers to accept purchase orders and payments directly have provided OGS a URL (universal resource locator) to their website. The website provides contact information for the New York State Authorized Dealers.

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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish **semiannual reports** containing total sales for both state agency and authorized non-state agency contract purchases no later than 15 days after the close of the semi-annual reporting period. Failure to submit the required report may be cause for disqualification of contractor for future contracts.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

Contractors shall refer to REPORT OF CONTRACT PURCHASES on the Award Summary page and complete the template provided by OGS.

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to New York State Procurement (NYSPRO), 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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. OGS reserves the right to cancel a contract where annual minimum sales to NYS eligible contract users is less than \$100,000.00.

(continued)

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.

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, when such products/services meet the form, function and utility of the agency. Some products/services 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.

Resultant 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.

OVERLAPPING CONTRACT ITEMS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All contractors have indicated if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see pricing page for each contractor).

DISPUTE RESOLUTION POLICY:

It is the policy of New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO'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).

(continued)

"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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

PACKAGING:

All packaging shall meet industry standards and provide complete protection to furniture in shipment, loading and unloading, and long term storage if required.

All packaging shall be labeled as to Contents, Purchase Order No., Model No., Fabric No., and/or Finish.

DELIVERY CONDITION:

All furniture with the exception of systems furniture, high density shelving, frame type beds where side rails are attached to head and foot boards without the use of tools and dining room tables shall be delivered fully assembled and ready for use. No "KD" furniture shall be accepted unless contractor's representative is present to assemble it upon receipt. Other exceptions may be made with prior agreement between the contractor and ordering agency.

FINISHES:

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets shall be available upon request.

Colors shall be manufacturer's standard offering and shall be designated at the time of order.

WORKMANSHIP:

The assembly and finishing of all component parts shall be done in a first class workmanship-like manner. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning.

Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

FLAMMABILITY:

All textiles shall meet the flammability requirements of NFPA 260 latest update when tested in accordance with the methods of that standard.

All upholstered products offered should also meet the requirements of California Technical Bulletin 117 Section A Part I and Section D Part III when tested in accordance with that method.

Compliance with Cal. 133 shall be available at an extra cost and is listed with each Contractor's information.

Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to New York State Procurement, upon request.

(continued)

CONSTRUCTION:

Shall be manufacturer's standard design and construction resulting in good durability in high use environments. Whenever possible, cushions on upholstered furniture should be easily removable for cleaning and covers should be easily removable for laundering and replacement.

All furniture shall exhibit the highest quality workmanship in all areas of construction and finishing and comply with all applicable industry standards as set forth by but not limited to UL, ANSI/BIFMA, ASTM or OSHA.

DECORATING AIDS, CATALOGS, AND PRICE LISTS:

Office of Mental Health (OMH) and Office for People with Developmental Disabilities (OPWDD) will require quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 5" and be available for all regularly stock fabrics.

Additionally, photographs of the furniture that clearly show the product size, manufacturer and model number of each piece and finish blocks for all finishes shall also be available.

Price lists shall be provided upon request at no charge to all users. Catalogs or appropriate excerpts shall also be provided upon request at no charge.

(continued)

**Office of General Services
NEW YORK STATE PROCUREMENT (NYSPRO)
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:

NEW YORK STATE PROCUREMENT (NYSPRO)
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)

State of New York Executive Department
 New York State Procurement (NYSPRO)
 Corning Tower Building - 38th Floor
 Empire State Plaza
 Albany, New York 12242
<http://www.ogs.ny.gov>

**ROUND 4
 SUPPLEMENTAL**

CONTRACT AWARD NOTIFICATION

Title	:	Group 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide) Classification Code: 56
Award Number	:	<u>22398</u> (Replaces Award 20551)
Contract Period	:	April 22, 2014 – December 1, 2018
Bid Opening Date	:	June 7, 2012
Date of Issue	:	April 22, 2014
Specification Reference	:	As Incorporated In The IFB
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Cindy Miner Title : Contract Management Specialist II Phone : 518-474-5535 Fax : 518-474-5052 E-mail : cindy.miner@ogs.ny.gov	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

This Award document is a SUPPLEMENT to the Awards that were posted December 2, 2013 (ROUND 1), January 21, 2014 (ROUND 2) and March 12, 2014 (ROUND 3). Furniture All Types Statewide: Household & Quarters; Office Casegoods & Systems; School (all age groups); Shelving (open and high density) & Storage; Library; Computer; Auditorium & Theater; Task & Specialty Seating. Excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR # 22398

(continued)

NOTE: See individual contract items to determine actual awardees.

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Dealers) may be found on a separate attachment titled “CONTRACTOR INFORMATION PAGE” which is housed on the Award Summary page.

Contractor information (i.e. Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled “CONTRACTOR TERMS PAGE” which is housed on the Award Summary page.

SCOPE:

It is the intent of this Award to establish a comprehensive multiple manufacturer’s product line contract for NEW, unused and in current production commercial and institutional quality furniture in the following categories listed below. Direct patient care medical furniture (for example, exam tables, wheel chairs, geriatric chairs, over bed tables, etc.) and remanufactured or refurbished furniture products are NOT a part of this IFB.

- | | |
|---|--|
| 1. Conference Furniture includes Seating and Tables | 7. Office Furniture includes Bookcases, Casegoods, Lounge, Seating, and Tables |
| 2. Dormitory Furniture | 8. School Furniture includes Cafeteria Tables |
| 3. General Purpose Tables | 9. Specialty Seating |
| 4. High Density Filing | 10. Systems Furniture |
| 5. Household Furniture | |
| 6. Library Furniture | |

DESCRIPTION OF CATEGORIES:

1. Encompasses all seating to go with Conference Tables, including stacking chairs. Includes tables of various styles and materials suitable for conference rooms or areas from basic to executive levels. May also include meeting room tables.
2. Includes Bedroom, Lounge, Dining Hall, in room Storage and Desks. Suitable for school dormitory generally more durable and versatile than household.
3. Includes work tables, occasional tables and folding tables.
4. Includes manual or powered shelving designed to take as little space as possible also includes retrieval systems.
5. Includes Living Room, Dining Room and Bedroom furniture suitable for Community residence programs. Some of the upholstered Seating and cross over to Dormitory or office Lounge.
6. Includes bookcases, display cases, tables, chairs, lounge seating carts and circulation desks.
7. Includes desks, files credenzas, and storage for use in office environments made of metal and/or wood. Bookcases for office and library application furniture include case goods, filing, storage and seating for upper level Executive offices also usable for courtrooms. This category consists of upholstered seating (chairs, loveseats and sofas) and occasional tables as would be found in a waiting area and includes Ergonomic Task, and Managerial chairs and Side chairs.
8. Consists of student desks, tables and seating for elementary schools through college found in classrooms.
9. This includes big and tall seating, bariatric, gang seating such as that found in public transportation terminals and laboratory stools.
10. Includes products and parts to build “Cubicles” and modular office space.

(continued)

PRICE

General - 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 dock delivery and tailgating of load which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Discounts - Prices are expressed as a discount from the manufacturer's RETAIL Price List for either the entire price list or breakdowns by style, function, etc., from the manufacturer's RETAIL Price List. Volume discounts, if offered, shall also be based on RETAIL Price List. Any restocking fees are included in the retail price list as a percentage (%) of the net price. Discount shall remain in effect for the entire contract period.

Price lists submitted with the bid shall remain in effect for one year after awarded a contract. After that time contractor may submit new RETAIL price lists on an **annual basis**. Effective date of new price lists will be when they have been reviewed and approved by OGS and published on the OGS website.

Volume Discounts - If offered, shall apply to orders delivered to the same location at the same requested time. The contractor, at his discretion, may include multiple delivery points from the same agency.

Inside Delivery - An additional fee for inside delivery may be listed by contractor. Contractor may list different fees for **Downstate** -Metropolitan NYC (from Westchester County South and Long Island) and **Upstate** - the rest of NY State.

Inside Delivery is intended for essentially free standing furniture when the ordering agency is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example, attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), leaving ready for use and removal of debris. This cannot be applied to installations such as Systems Furniture and High Density Shelving. (See "Installation" below.)

This additional fee may not be used to assemble furniture shipped "KD". (See "Delivery Condition" clause herein.)

This inside delivery fee shall be based on the following conditions:

1. Delivery location has a loading dock or off street loading area
2. The delivery will be to the same floor as the loading dock or there is a freight elevator available
3. The delivery may be completed during regular working hours
4. Deviations from the above shall require a separate non-contract negotiation by the ordering agency at the time of order

Installation – Installation of products such as systems furniture, high density filing systems, etc. **shall be handled by the ordering agency according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, all state and local codes and public works guidelines if applicable.**

New York State's determination of acceptable price lists shall be final. Furthermore, the State reserves the right to delete products from a price list that are not considered relevant or which may be available from a Preferred Source (please refer to "PREFERRED SOURCE PRODUCTS" clause) or which do not meet the listed categories herein. The remainder of the price list offerings that meet requirements shall be offered at the percentage discount.

EXCLUSION OF PRODUCTS:

Contractors are reminded that they are only allowed to sell under contract those product lines and categories for which they were awarded by OGS. If the Contractor's price list and/or catalog referenced for this award lists categories and/or product lines that are not specifically listed in this award, then they may NOT be sold as contract items. It is the responsibility of the Contractor to know what they are allowed to sell under this contract. It is the authorized buyers' responsibility to check with NYSPRO if they have any questions or concerns about a specific product line or category being sold under contract.

(continued)

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Alumni Classroom Furniture, Inc.								X		
Arconas Furniture									X	
Humanscale Corp	X						X		X	X
Interior Systems Inc		X						X		
Maxon Furniture Inc			X				X			X
Nevers Industries Inc	X		X			X	X	X		
Nightingale	X	X			X	X	X		X	
Paoli Inc	X						X		X	
Peter Pepper Products Inc	X				X	X				
RT London		X				X			X	
Schoolhouse Outfitters LLC								X		
Silver Street Inc			X			X	X			
Smith System Mfg Co			X			X	X	X		
Source International	X	X			X	X	X			
Spacesaver Storage Systems				X		X	X			
Spec Furniture Inc	X	X	X			X	X	X	X	
Tab Products Co LLC				X						
Trinity Furniture Inc	X	X	X		X	X	X	X	X	
Unisource Office Furniture Ports Inc										X
Vanerum Stelter LLC	X	X	X	X	X	X	X	X		
Via Inc	X				X	X	X	X	X	
VS America Inc	X		X			X		X	X	
Workstream Inc DBA Hamilton Sorter							X			
Wright Line LLC	X			X			X	X		X

(continued)

When viewing the CONTRACTOR INFORMATION PAGE and CONTRACTOR TERMS PAGE - 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 NYS PROCUREMENT 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 NYS PROCUREMENT.

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 NYS Procurement 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

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).

(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 NYS Procurement, 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 518-486-1255.

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 (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this award 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.

(continued)

DELIVERY:

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

Product is required as soon as possible.

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 NYS Procurement.

MINIMUM ORDER:

Minimum order if required is established by the contractor and stated on CONTRACTOR TERMS PAGE where indicated.

The contractor may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the agency's choice if they wish to accept the offer.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications and CONTRACTOR TERMS PAGE for specific product line warranty info.

Product offered must meet all requirements of the solicitation including full commercial/retail availability. Product literature and specifications must also be available.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is _____."(insert height in this space).

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Unilateral Short Term Extension by the State - 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.

Cancellation For Convenience By The State - The State of New York retains the right to cancel 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.

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 the best quantity discount line or \$500,000 list per single order.

(continued)

INTERNET WEBSITES:

The State recommends that successful bidders have a designated NYS contract website for end users' direct access. The website will be the responsibility of the contractor to maintain and keep updated. **Changes in product line or pricing must be approved by NYSPRO.** Hard copy catalog and price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

NYSPRO agrees to permit Contractor to utilize **approved**, Authorized Dealers, to participate as alternate distribution sources for Contractor. Authorized Dealers may be added at any time during the Contract term at the discretion of the Contractor provided that they comply with all of the conditions of participation set forth in paragraph B, below, with no set minimum or maximum number of Authorized Dealers who may be used. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s): Contractor specifies whether orders must be placed directly with Contractor, or may be placed directly with Authorized Dealer(s).

1. Authorized Dealer(s) must be **approved in advance** by OGS as a condition of eligibility.

Modifications in Authorized Dealer list:

If the Contractor allows Authorized Dealers to participate in the Contract, requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted for prior approval of OGS.

Contract holders allowing Authorized Dealers to accept purchase orders and payments directly have provided OGS a URL (universal resource locator) to their website. The website provides contact information for the New York State Authorized Dealers.

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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish **semiannual reports** containing total sales for both state agency and authorized non-state agency contract purchases no later than 15 days after the close of the semi-annual reporting period. Failure to submit the required report may be cause for disqualification of contractor for future contracts.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

Contractors shall refer to REPORT OF CONTRACT PURCHASES on the Award Summary page and complete the template provided by OGS.

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to New York State Procurement (NYSPRO), 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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. OGS reserves the right to cancel a contract where annual minimum sales to NYS eligible contract users is less than \$100,000.00.

(continued)

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.

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, when such products/services meet the form, function and utility of the agency. Some products/services 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.

Resultant 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.

OVERLAPPING CONTRACT ITEMS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All contractors have indicated if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see pricing page for each contractor).

DISPUTE RESOLUTION POLICY:

It is the policy of New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO'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).

(continued)

"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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

PACKAGING:

All packaging shall meet industry standards and provide complete protection to furniture in shipment, loading and unloading, and long term storage if required.

All packaging shall be labeled as to Contents, Purchase Order No., Model No., Fabric No., and/or Finish.

DELIVERY CONDITION:

All furniture with the exception of systems furniture, high density shelving, frame type beds where side rails are attached to head and foot boards without the use of tools and dining room tables shall be delivered fully assembled and ready for use. No "KD" furniture shall be accepted unless contractor's representative is present to assemble it upon receipt. Other exceptions may be made with prior agreement between the contractor and ordering agency.

FINISHES:

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets shall be available upon request.

Colors shall be manufacturer's standard offering and shall be designated at the time of order.

WORKMANSHIP:

The assembly and finishing of all component parts shall be done in a first class workmanship-like manner. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning.

Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

FLAMMABILITY:

All textiles shall meet the flammability requirements of NFPA 260 latest update when tested in accordance with the methods of that standard.

All upholstered products offered should also meet the requirements of California Technical Bulletin 117 Section A Part I and Section D Part III when tested in accordance with that method.

Compliance with Cal. 133 shall be available at an extra cost and is listed with each Contractor's information.

Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to New York State Procurement, upon request.

(continued)

CONSTRUCTION:

Shall be manufacturer's standard design and construction resulting in good durability in high use environments. Whenever possible, cushions on upholstered furniture should be easily removable for cleaning and covers should be easily removable for laundering and replacement.

All furniture shall exhibit the highest quality workmanship in all areas of construction and finishing and comply with all applicable industry standards as set forth by but not limited to UL, ANSI/BIFMA, ASTM or OSHA.

DECORATING AIDS, CATALOGS, AND PRICE LISTS:

Office of Mental Health (OMH) and Office for People with Developmental Disabilities (OPWDD) will require quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 5" and be available for all regularly stock fabrics.

Additionally, photographs of the furniture that clearly show the product size, manufacturer and model number of each piece and finish blocks for all finishes shall also be available.

Price lists shall be provided upon request at no charge to all users. Catalogs or appropriate excerpts shall also be provided upon request at no charge.

(continued)

**Office of General Services
NEW YORK STATE PROCUREMENT (NYSPRO)
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:

NEW YORK STATE PROCUREMENT (NYSPRO)
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)

State of New York Executive Department
 New York State Procurement (NYSPRO)
 Corning Tower Building - 38th Floor
 Empire State Plaza
 Albany, New York 12242
<http://www.ogs.ny.gov>

**ROUND 5
 SUPPLEMENTAL**

CONTRACT AWARD NOTIFICATION

Title	:	Group 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide) Classification Code: 56
Award Number	:	<u>22398</u> (Replaces Award 20551)
Contract Period	:	May 07, 2014 – December 1, 2018
Bid Opening Date	:	June 7, 2012
Date of Issue	:	May 08, 2014
Specification Reference	:	As Incorporated In The IFB
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Cindy Miner Title : Contract Management Specialist II Phone : 518-474-5535 Fax : 518-474-5052 E-mail : cindy.miner@ogs.ny.gov	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

This Award document is a SUPPLEMENT to the Awards that were posted December 2, 2013 (ROUND 1), January 21, 2014 (ROUND 2), March 12, 2014 (ROUND 3), and April 22, 2014 (ROUND 4). Furniture All Types Statewide: Household & Quarters; Office Caseloads & Systems; School (all age groups); Shelving (open and high density) & Storage; Library; Computer; Auditorium & Theater; Task & Specialty Seating. Excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR # 22398

(continued)

NOTE: See individual contract items to determine actual awardees.

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Dealers) may be found on a separate attachment titled “CONTRACTOR INFORMATION PAGE” which is housed on the Award Summary page.

Contractor information (i.e. Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled “CONTRACTOR TERMS PAGE” which is housed on the Award Summary page.

SCOPE:

It is the intent of this Award to establish a comprehensive multiple manufacturer’s product line contract for NEW, unused and in current production commercial and institutional quality furniture in the following categories listed below. Direct patient care medical furniture (for example, exam tables, wheel chairs, geriatric chairs, over bed tables, etc.) and remanufactured or refurbished furniture products are NOT a part of this IFB.

- | | |
|---|--|
| 1. Conference Furniture includes Seating and Tables | 7. Office Furniture includes Bookcases, Casegoods, Lounge, Seating, and Tables |
| 2. Dormitory Furniture | 8. School Furniture includes Cafeteria Tables |
| 3. General Purpose Tables | 9. Specialty Seating |
| 4. High Density Filing | 10. Systems Furniture |
| 5. Household Furniture | |
| 6. Library Furniture | |

DESCRIPTION OF CATEGORIES:

1. Encompasses all seating to go with Conference Tables, including stacking chairs. Includes tables of various styles and materials suitable for conference rooms or areas from basic to executive levels. May also include meeting room tables.
2. Includes Bedroom, Lounge, Dining Hall, in room Storage and Desks. Suitable for school dormitory generally more durable and versatile than household.
3. Includes work tables, occasional tables and folding tables.
4. Includes manual or powered shelving designed to take as little space as possible also includes retrieval systems.
5. Includes Living Room, Dining Room and Bedroom furniture suitable for Community residence programs. Some of the upholstered Seating and cross over to Dormitory or office Lounge.
6. Includes bookcases, display cases, tables, chairs, lounge seating carts and circulation desks.
7. Includes desks, files credenzas, and storage for use in office environments made of metal and/or wood. Bookcases for office and library application furniture include case goods, filing, storage and seating for upper level Executive offices also usable for courtrooms. This category consists of upholstered seating (chairs, loveseats and sofas) and occasional tables as would be found in a waiting area and includes Ergonomic Task, and Managerial chairs and Side chairs.
8. Consists of student desks, tables and seating for elementary schools through college found in classrooms.
9. This includes big and tall seating, bariatric, gang seating such as that found in public transportation terminals and laboratory stools.
10. Includes products and parts to build “Cubicles” and modular office space.

(continued)

PRICE

General - 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 dock delivery and tailgating of load which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Discounts - Prices are expressed as a discount from the manufacturer's RETAIL Price List for either the entire price list or breakdowns by style, function, etc., from the manufacturer's RETAIL Price List. Volume discounts, if offered, shall also be based on RETAIL Price List. Any restocking fees are included in the retail price list as a percentage (%) of the net price. Discount shall remain in effect for the entire contract period.

Price lists submitted with the bid shall remain in effect for one year after awarded a contract. After that time contractor may submit new RETAIL price lists on an **annual basis**. Effective date of new price lists will be when they have been reviewed and approved by OGS and published on the OGS website.

Volume Discounts - If offered, shall apply to orders delivered to the same location at the same requested time. The contractor, at his discretion, may include multiple delivery points from the same agency.

Inside Delivery - An additional fee for inside delivery may be listed by contractor. Contractor may list different fees for **Downstate** -Metropolitan NYC (from Westchester County South and Long Island) and **Upstate** - the rest of NY State.

Inside Delivery is intended for essentially free standing furniture when the ordering agency is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example, attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), leaving ready for use and removal of debris. This cannot be applied to installations such as Systems Furniture and High Density Shelving. (See "Installation" below.)

This additional fee may not be used to assemble furniture shipped "KD". (See "Delivery Condition" clause herein.)

This inside delivery fee shall be based on the following conditions:

1. Delivery location has a loading dock or off street loading area
2. The delivery will be to the same floor as the loading dock or there is a freight elevator available
3. The delivery may be completed during regular working hours
4. Deviations from the above shall require a separate non-contract negotiation by the ordering agency at the time of order

Installation – Installation of products such as systems furniture, high density filing systems, etc. **shall be handled by the ordering agency according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, all state and local codes and public works guidelines if applicable.**

New York State's determination of acceptable price lists shall be final. Furthermore, the State reserves the right to delete products from a price list that are not considered relevant or which may be available from a Preferred Source (please refer to "PREFERRED SOURCE PRODUCTS" clause) or which do not meet the listed categories herein. The remainder of the price list offerings that meet requirements shall be offered at the percentage discount.

EXCLUSION OF PRODUCTS:

Contractors are reminded that they are only allowed to sell under contract those product lines and categories for which they were awarded by OGS. If the Contractor's price list and/or catalog referenced for this award lists categories and/or product lines that are not specifically listed in this award, then they may NOT be sold as contract items. It is the responsibility of the Contractor to know what they are allowed to sell under this contract. It is the authorized buyers' responsibility to check with NYSPRO if they have any questions or concerns about a specific product line or category being sold under contract.

(continued)

Bidder	Cat1	Cat2	Cat3	Cat4	Cat5	Cat6	Cat7	Cat8	Cat9	Cat10
Anthro International Inc. dba Sitmatic	X		X		X	X	X	X	X	
Arthur Gordon Associates dba Gordon International	X	X	X		X	X	X	X	X	
DPCAC LLC dba Dwyer Products		X					X	X		X
Endura LLC									X	
Egan Visual International Inc.	X						X	X		
Fairway Holdings Inc. dba Berco Furniture Solutions							X			
Virco Inc.	X	X	X			X	X	X	X	

(continued)

When viewing the CONTRACTOR INFORMATION PAGE and CONTRACTOR TERMS PAGE - 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 NYS PROCUREMENT 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 NYS PROCUREMENT.

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 NYS Procurement 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

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).

(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 NYS Procurement, 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 518-486-1255.

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 (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this award 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.

(continued)

DELIVERY:

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

Product is required as soon as possible.

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 NYS Procurement.

MINIMUM ORDER:

Minimum order if required is established by the contractor and stated on CONTRACTOR TERMS PAGE where indicated.

The contractor may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the agency's choice if they wish to accept the offer.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications and CONTRACTOR TERMS PAGE for specific product line warranty info.

Product offered must meet all requirements of the solicitation including full commercial/retail availability. Product literature and specifications must also be available.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is _____."(insert height in this space).

CONTRACT PERIOD AND EXTENSION:

General - It is the intention of the State to enter into a contract for the term as stated on the Contract Award Notification except that the commencement and termination dates appearing on the Contract Award Notification may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

Unilateral Short Term Extension by the State - 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.

Cancellation For Convenience By The State - The State of New York retains the right to cancel 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.

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(continued)

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REPORT OF CONTRACT PURCHASES:

Contractor shall furnish **semiannual reports** containing total sales for both state agency and authorized non-state agency contract purchases no later than 15 days after the close of the semi-annual reporting period. Failure to submit the required report may be cause for disqualification of contractor for future contracts.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

Contractors shall refer to REPORT OF CONTRACT PURCHASES on the Award Summary page and complete the template provided by OGS.

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to New York State Procurement (NYSPRO), 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 Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request. OGS reserves the right to cancel a contract where annual minimum sales to NYS eligible contract users is less than \$100,000.00.

(continued)

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.

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, when such products/services meet the form, function and utility of the agency. Some products/services 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.

Resultant 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.

OVERLAPPING CONTRACT ITEMS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All contractors have indicated if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see pricing page for each contractor).

DISPUTE RESOLUTION POLICY:

It is the policy of New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO'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).

(continued)

"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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

PACKAGING:

All packaging shall meet industry standards and provide complete protection to furniture in shipment, loading and unloading, and long term storage if required.

All packaging shall be labeled as to Contents, Purchase Order No., Model No., Fabric No., and/or Finish.

DELIVERY CONDITION:

All furniture with the exception of systems furniture, high density shelving, frame type beds where side rails are attached to head and foot boards without the use of tools and dining room tables shall be delivered fully assembled and ready for use. No "KD" furniture shall be accepted unless contractor's representative is present to assemble it upon receipt. Other exceptions may be made with prior agreement between the contractor and ordering agency.

FINISHES:

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets shall be available upon request.

Colors shall be manufacturer's standard offering and shall be designated at the time of order.

WORKMANSHIP:

The assembly and finishing of all component parts shall be done in a first class workmanship-like manner. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning.

Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

FLAMMABILITY:

All textiles shall meet the flammability requirements of NFPA 260 latest update when tested in accordance with the methods of that standard.

All upholstered products offered should also meet the requirements of California Technical Bulletin 117 Section A Part I and Section D Part III when tested in accordance with that method.

Compliance with Cal. 133 shall be available at an extra cost and is listed with each Contractor's information.

Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to New York State Procurement, upon request.

(continued)

CONSTRUCTION:

Shall be manufacturer's standard design and construction resulting in good durability in high use environments. Whenever possible, cushions on upholstered furniture should be easily removable for cleaning and covers should be easily removable for laundering and replacement.

All furniture shall exhibit the highest quality workmanship in all areas of construction and finishing and comply with all applicable industry standards as set forth by but not limited to UL, ANSI/BIFMA, ASTM or OSHA.

DECORATING AIDS, CATALOGS, AND PRICE LISTS:

Office of Mental Health (OMH) and Office for People with Developmental Disabilities (OPWDD) will require quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 5" and be available for all regularly stock fabrics.

Additionally, photographs of the furniture that clearly show the product size, manufacturer and model number of each piece and finish blocks for all finishes shall also be available.

Price lists shall be provided upon request at no charge to all users. Catalogs or appropriate excerpts shall also be provided upon request at no charge.

(continued)

**Office of General Services
NEW YORK STATE PROCUREMENT (NYSPRO)
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:

NEW YORK STATE PROCUREMENT (NYSPRO)
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)

State of New York Executive Department
 New York State Procurement (NYSPRO)
 Corning Tower Building - 38th Floor
 Empire State Plaza
 Albany, New York 12242
<http://www.ogs.ny.gov>

**ROUND 6
 SUPPLEMENTAL**

CONTRACT AWARD NOTIFICATION

Title	:	Group 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide) Classification Code: 56
Award Number	:	<u>22398</u> (Replaces Award 20551)
Contract Period	:	June 23, 2014 – December 1, 2018
Bid Opening Date	:	June 7, 2012
Date of Issue	:	June 23, 2014
Specification Reference	:	As Incorporated In The IFB
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Ronald Brown	New York State Procurement
Title : Contract Management Specialist II	Customer Services
Phone : 518-474-7648	Phone : 518-474-6717
Fax : 518-474-5052	Fax : 518-474-2437
E-mail : ronald.brown@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

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

Description

This Award document is a SUPPLEMENT to the Awards that were posted December 2, 2013 (ROUND 1), January 21, 2014 (ROUND 2), March 12, 2014 (ROUND 3), April 22, 2014 (ROUND 4), and May 8, 2014 (ROUND 5). Furniture All Types Statewide: Household & Quarters; Office Casegoods & Systems; School (all age groups); Shelving (open and high density) & Storage; Library; Computer; Auditorium & Theater; Task & Specialty Seating. Excludes furniture specific to Hospital Room & Direct Patient Care. INSTALLATION IS NOT PART OF THIS AWARD.

PR # 22398

(continued)

NOTE: See individual contract items to determine actual awardees.

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Dealers) may be found on a separate attachment titled “CONTRACTOR INFORMATION PAGE” which is housed on the Award Summary page.

Contractor information (i.e. Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled “CONTRACTOR TERMS PAGE” which is housed on the Award Summary page.

SCOPE:

It is the intent of this Award to establish a comprehensive multiple manufacturer’s product line contract for NEW, unused and in current production commercial and institutional quality furniture in the following categories listed below. Direct patient care medical furniture (for example, exam tables, wheel chairs, geriatric chairs, over bed tables, etc.) and remanufactured or refurbished furniture products are NOT a part of this IFB.

- | | |
|---|--|
| 1. Conference Furniture includes Seating and Tables | 7. Office Furniture includes Bookcases, Casegoods, Lounge, Seating, and Tables |
| 2. Dormitory Furniture | 8. School Furniture includes Cafeteria Tables |
| 3. General Purpose Tables | 9. Specialty Seating |
| 4. High Density Filing | 10. Systems Furniture |
| 5. Household Furniture | |
| 6. Library Furniture | |

DESCRIPTION OF CATEGORIES:

1. Encompasses all seating to go with Conference Tables, including stacking chairs. Includes tables of various styles and materials suitable for conference rooms or areas from basic to executive levels. May also include meeting room tables.
2. Includes Bedroom, Lounge, Dining Hall, in room Storage and Desks. Suitable for school dormitory generally more durable and versatile than household.
3. Includes work tables, occasional tables and folding tables.
4. Includes manual or powered shelving designed to take as little space as possible also includes retrieval systems.
5. Includes Living Room, Dining Room and Bedroom furniture suitable for Community residence programs. Some of the upholstered Seating and cross over to Dormitory or office Lounge.
6. Includes bookcases, display cases, tables, chairs, lounge seating carts and circulation desks.
7. Includes desks, files credenzas, and storage for use in office environments made of metal and/or wood. Bookcases for office and library application furniture include case goods, filing, storage and seating for upper level Executive offices also usable for courtrooms. This category consists of upholstered seating (chairs, loveseats and sofas) and occasional tables as would be found in a waiting area and includes Ergonomic Task, and Managerial chairs and Side chairs.
8. Consists of student desks, tables and seating for elementary schools through college found in classrooms.
9. This includes big and tall seating, bariatric, gang seating such as that found in public transportation terminals and laboratory stools.
10. Includes products and parts to build “Cubicles” and modular office space.

(continued)

PRICE

General - 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 dock delivery and tailgating of load which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Discounts - Prices are expressed as a discount from the manufacturer's RETAIL Price List for either the entire price list or breakdowns by style, function, etc., from the manufacturer's RETAIL Price List. Volume discounts, if offered, shall also be based on RETAIL Price List. Any restocking fees are included in the retail price list as a percentage (%) of the net price. Discount shall remain in effect for the entire contract period.

Price lists submitted with the bid shall remain in effect for one year after awarded a contract. After that time contractor may submit new RETAIL price lists on an **annual basis**. Effective date of new price lists will be when they have been reviewed and approved by OGS and published on the OGS website.

Volume Discounts - If offered, shall apply to orders delivered to the same location at the same requested time. The contractor, at his discretion, may include multiple delivery points from the same agency.

Inside Delivery - An additional fee for inside delivery may be listed by contractor. Contractor may list different fees for **Downstate** -Metropolitan NYC (from Westchester County South and Long Island) and **Upstate** - the rest of NY State.

Inside Delivery is intended for essentially free standing furniture when the ordering agency is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example, attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), leaving ready for use and removal of debris. This cannot be applied to installations such as Systems Furniture and High Density Shelving. (See "Installation" below.)

This additional fee may not be used to assemble furniture shipped "KD". (See "Delivery Condition" clause herein.)

This inside delivery fee shall be based on the following conditions:

1. Delivery location has a loading dock or off street loading area
2. The delivery will be to the same floor as the loading dock or there is a freight elevator available
3. The delivery may be completed during regular working hours
4. Deviations from the above shall require a separate non-contract negotiation by the ordering agency at the time of order

Installation – Installation of products such as systems furniture, high density filing systems, etc. **shall be handled by the ordering agency according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, all state and local codes and public works guidelines if applicable.**

New York State's determination of acceptable price lists shall be final. Furthermore, the State reserves the right to delete products from a price list that are not considered relevant or which may be available from a Preferred Source (please refer to "PREFERRED SOURCE PRODUCTS" clause) or which do not meet the listed categories herein. The remainder of the price list offerings that meet requirements shall be offered at the percentage discount.

EXCLUSION OF PRODUCTS:

Contractors are reminded that they are only allowed to sell under contract those product lines and categories for which they were awarded by OGS. If the Contractor's price list and/or catalog referenced for this award lists categories and/or product lines that are not specifically listed in this award, then they may NOT be sold as contract items. It is the responsibility of the Contractor to know what they are allowed to sell under this contract. It is the authorized buyers' responsibility to check with NYSPRO if they have any questions or concerns about a specific product line or category being sold under contract.

(continued)

SUPPLEMENTAL

Bidder	Cat1	Cat2	Cat3	Cat4	Cat5	Cat6	Cat7	Cat8	Cat9	Cat10
Biofit Engineered Products			X			X	X	X	X	
DIRTT Environmental Solutions Inc.										X
Midwest Folding Products Corp.	X		X				X	X		

When viewing the CONTRACTOR INFORMATION PAGE and CONTRACTOR TERMS PAGE - 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 NYS PROCUREMENT 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 NYS PROCUREMENT.

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 NYS Procurement 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

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).

(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 NYS Procurement, 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 518-486-1255.

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 (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this award 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.

(continued)

DELIVERY:

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

Product is required as soon as possible.

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 NYS Procurement.

MINIMUM ORDER:

Minimum order if required is established by the contractor and stated on CONTRACTOR TERMS PAGE where indicated.

The contractor may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the agency's choice if they wish to accept the offer.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications and CONTRACTOR TERMS PAGE for specific product line warranty info.

Product offered must meet all requirements of the solicitation including full commercial/retail availability. Product literature and specifications must also be available.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is _____."(insert height in this space).

CONTRACT PERIOD AND EXTENSION:

General - It is the intention of the State to enter into a contract for the term as stated on the Contract Award Notification except that the commencement and termination dates appearing on the Contract Award Notification may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

Unilateral Short Term Extension by the State - 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.

Cancellation For Convenience By The State - The State of New York retains the right to cancel 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.

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 the best quantity discount line or \$500,000 list per single order.

(continued)

INTERNET WEBSITES:

The State recommends that successful bidders have a designated NYS contract website for end users' direct access. The website will be the responsibility of the contractor to maintain and keep updated. **Changes in product line or pricing must be approved by NYSPRO.** Hard copy catalog and price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

NYSPRO agrees to permit Contractor to utilize **approved**, Authorized Dealers, to participate as alternate distribution sources for Contractor. Authorized Dealers may be added at any time during the Contract term at the discretion of the Contractor provided that they comply with all of the conditions of participation set forth in paragraph B, below, with no set minimum or maximum number of Authorized Dealers who may be used. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s): Contractor specifies whether orders must be placed directly with Contractor, or may be placed directly with Authorized Dealer(s).

1. Authorized Dealer(s) must be **approved in advance** by OGS as a condition of eligibility.

Modifications in Authorized Dealer list:

If the Contractor allows Authorized Dealers to participate in the Contract, requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted for prior approval of OGS.

Contract holders allowing Authorized Dealers to accept purchase orders and payments directly have provided OGS a URL (universal resource locator) to their website. The website provides contact information for the New York State Authorized Dealers.

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.

REPORT OF CONTRACT PURCHASES:

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(continued)

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See "Procurement Card" in Appendix B, OGS General Specifications. All contractors have indicated if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see pricing page for each contractor).

DISPUTE RESOLUTION POLICY:

It is the policy of New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO'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).

(continued)

"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 Guidelines section "OGS or Less Purchases" for complete procedural and reporting requirements.

<http://www.ogs.ny.gov/procurecounc/pdfdoc/guidelines.pdf>

PACKAGING:

All packaging shall meet industry standards and provide complete protection to furniture in shipment, loading and unloading, and long term storage if required.

All packaging shall be labeled as to Contents, Purchase Order No., Model No., Fabric No., and/or Finish.

DELIVERY CONDITION:

All furniture with the exception of systems furniture, high density shelving, frame type beds where side rails are attached to head and foot boards without the use of tools and dining room tables shall be delivered fully assembled and ready for use. No "KD" furniture shall be accepted unless contractor's representative is present to assemble it upon receipt. Other exceptions may be made with prior agreement between the contractor and ordering agency.

FINISHES:

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets shall be available upon request.

Colors shall be manufacturer's standard offering and shall be designated at the time of order.

WORKMANSHIP:

The assembly and finishing of all component parts shall be done in a first class workmanship-like manner. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning.

Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

FLAMMABILITY:

All textiles shall meet the flammability requirements of NFPA 260 latest update when tested in accordance with the methods of that standard.

All upholstered products offered should also meet the requirements of California Technical Bulletin 117 Section A Part I and Section D Part III when tested in accordance with that method.

Compliance with Cal. 133 shall be available at an extra cost and is listed with each Contractor's information.

Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to New York State Procurement, upon request.

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CONSTRUCTION:

Shall be manufacturer's standard design and construction resulting in good durability in high use environments. Whenever possible, cushions on upholstered furniture should be easily removable for cleaning and covers should be easily removable for laundering and replacement.

All furniture shall exhibit the highest quality workmanship in all areas of construction and finishing and comply with all applicable industry standards as set forth by but not limited to UL, ANSI/BIFMA, ASTM or OSHA.

DECORATING AIDS, CATALOGS, AND PRICE LISTS:

Office of Mental Health (OMH) and Office for People with Developmental Disabilities (OPWDD) will require quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 5" and be available for all regularly stock fabrics.

Additionally, photographs of the furniture that clearly show the product size, manufacturer and model number of each piece and finish blocks for all finishes shall also be available.

Price lists shall be provided upon request at no charge to all users. Catalogs or appropriate excerpts shall also be provided upon request at no charge.

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**Office of General Services
NEW YORK STATE PROCUREMENT (NYSPRO)
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:

NEW YORK STATE PROCUREMENT (NYSPRO)
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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