

State of New York Executive Department  
Office Of General Services  
Procurement Services Group  
Corning Tower Building - 38th Floor  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	:	<b>Group 30204 - WEIGHTLIFTING, TREADMILLS, STAIRCLIMBERS, EXERCISE BIKES, GYM MATS AND OTHER ITEMS (Statewide)</b> <b>Classification Code: 49</b>
<b>Award Number</b>	:	<b><u>20095</u></b> (Replaces Award 01694)
<b>Contract Period</b>	:	<b>July 1, 2006 to August 31, 2011</b>
<b>Bid Opening Date</b>	:	<b>December 20, 2005</b>
<b>Date of Issue</b>	:	<b>June 7, 2006 (Revised July 12, 2011)</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Invitation for Bids and Purchasing Memoranda dated November 29, 2005, December 1, 2005 and December 9, 2005</b>
<b>Contractor Information</b>	:	<b>Appears on Pages 2-4 of this Award</b>

### Address Inquiries To:

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

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

### Description

The award includes weightlifting machines, dumbbells, exercise bikes, treadmills, stair climbers, gym mats, and other items; and includes changes detailed in previously issued Purchasing Memorandums, Revised Awards and two Supplemental Awards. **SEE "PRICE" CLAUSE FOR ELIGIBLE PRICE LISTS.**

PR #20095

(continued)

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

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62428 SB	ADVANTAGE SPORT & FITNESS, INC. Triphammer Mall 2255 N. Triphammer Rd. Ithaca, NY 14850	800/308-4382 607/257-2107 Brent D. Handy Fax No.: 607/257-2221 E-mail: afitness@aol.com Website: www.advantagefitness.com	161316405

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

PC62430	CYBEX INTERNATIONAL, INC. 10 Trotter Dr. Medway, MA 02053	888/462-9239 631/476-8470 Dean Bowrosen Fax No.: 631/476-7296 E-mail: dbowrosen@cybexintl.com Website: www.ecybex.com	111731581
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Contractor will accept the New York State Procurement Card for orders up to \$10,000.00.

Purchase orders under PC62430 may be sent to Cybex International, Inc. c/o The Gym Source. (Please see below.)  
 Delivery and billing may be executed by the dealer and the dealer's name may appear on the invoice.

The Gym Source 40 East 52nd St. New York, NY 10022 Fed. ID No.: 132931776	Bill Kemnitzer Phone: 212/688-4222 Fax: 212/688-6933 E-mail: billk@gymsource.com
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PC62431 SB	G & G FITNESS EQUIPMENT, INC. 7350 Transit Rd. Williamsville, NY 14221	800/537-0516 585/475-9918 Anthony Giordano Fax No.: 585/475-1071 E-mail: tony@livefit.com Website: www.livefit.com	161365573
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Contractor will accept the New York State Procurement Card for orders up to \$10,000.00.

Contractor will honor orders for less than the minimum order of \$100.00.

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62433 SB	PEAK FITNESS EQUIPMENT, INC. 10 Railroad Avenue Albany, NY 12205 Disc: 2% - 15 Days 1% - 30 Days	888/368-7348 518/438-4393 Brian Peek Fax No.: 518/438-4385 E-mail: sales@peakfitnessequipment.com	383722883

The Gym Source is an authorized dealer under Peak Fitness Equipment, Inc. for item numbers 7 and 12. The Gym Source will accept purchase orders and receive payment. The first three digits of your zip code will identify if the purchase order is to be placed with The Gym Source:

**Zip Codes: 100-119**

Bill Kemnitzer  
The Gym Source  
40 East 52nd St.  
New York, NY 10022  
Phone: 212/688-4222, Ext. 120  
Fax: 212/688-6933  
Fed. ID No.: 132931776

For True Fitness products (Item 12), Syracuse Fitness Store and G. Pacillo Company Inc. are also authorized dealers for Peak Fitness Equipment, Inc and will accept purchase orders and receive payment for the following zip codes beginning with:

**Zip Codes: 130-132 &136**

Andrew Venditti  
Syracuse Fitness Store  
2544 Erie Blvd. East  
Syracuse, NY 13224  
Phone: 315/446-4136  
Fax: 315/449-2264  
Fed ID. No.: 161555460

**Zip Codes: 140-149**

Michael A. Pacillo  
G. Pacillo Company Inc.  
1390 Hertel Avenue  
Buffalo, NY 14216  
Phone: 716/873-4333  
Fed ID. No.: 161063815

**For all other zip codes, purchase orders and payment are to be directed to Peak Fitness Equipment, Inc.**

Electronic Access Ordering (EDI) is available. Contact contractor for further details.  
Contractor will accept the New York State Procurement Card for orders up to \$10,000.00.  
Contractor will honor orders for less than the minimum order of \$100.00.

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63985	PRECOR, INCORPORATED 20031 142nd Ave. NE Woodinville, WA 98072	877/842-0639 480/216-1235 Dave Elton Fax No.: 623/321-6290 E-mail: dave.elton@precor.com Website: www.precor.com	363313495

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

Purchase orders under PC63985 may be sent to Precor, Inc. in c/o either of the following Precor dealers in New York State for their assigned geographic territories (see zip codes below for territories). Delivery and billing may be executed by the dealer and the dealer's name may appear on the invoice. The first three digits of your zip code will identify the dealer to order from as follows.

**Zip Codes: 105 - 109, 120 - 149**

Advantage Sport & Fitness, Inc.  
Triphammer Mall  
2255 North Triphammer Rd.  
Ithaca, NY 14850  
Fed. ID No.: 161316405

John Murray  
Phone: 800/308-4382, ext. 12  
Fax: 607/257-2221  
E-mail: jwmurray@advantagefitness.com

**Zip Codes: 100 - 104; 110 - 119**

Advantage Fitness Products  
375 Greenwich St., Fifth Floor  
New York, NY 10013  
Fed. ID. No.: 954685814

Betsy Jasny  
Phone: 415/341-7811  
Fax: 415/520-5544  
E-mail: bjasny@afproducts.com

PC62434 SB	SEAWAY MATS, INC. 252 Park St. Malone, NY 12953	800/361-0464, Ext. 25 Dianne Hamilton Fax No.: 518/483-2561 E-mail: dianne@quedltd.com Website: www.quedltd.com	141542939
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Contractor will honor orders for less than the minimum order of \$100.00.

PC62435 SB	SYRACUSE FITNESS STORE 2544 Erie Blvd. East Syracuse, NY 13224	315/446-4136 Andrew Venditti Fax No.: 315/449-2264 E-mail: getfit@syracusefitness.com Website: www.syracusefitness.com	161555460
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Contractor will accept the New York State Procurement Card for orders up to \$10,000.00.

Contractor will honor orders for less than the minimum order of \$100.00.

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Cash Discount, If Shown, Should be Given Special Attention.  
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
 (See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

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

**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).

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PRICE:

**ELIGIBLE PRICE LISTS** - THE ONLY PRODUCTS ELIGIBLE FOR PURCHASE UNDER THE CONTRACT ARE THOSE CONTAINED IN THE PRICE LISTS REFERNCED HEREIN.

“Price” is designated either as Tailgate Delivery or Set-In-Place as described below. Contract users should review each Item category to determine the required delivery arrangement. Price includes “restricted” delivery. Delivery to some facilities, particularly Correctional Facilities, have delivery “restricted” - delivery must be made during certain hours, generally between 8:30 a.m. to 10:30 a.m. and 12:30 p.m. to 2:30 p.m., and must be made on only weekdays (Monday through Friday) excluding holidays. Price also includes contacting the agency prior to making delivery.

**TAILGATE DELIVERY** - Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by ordering agency including tailgate delivery.

**SET-IN-PLACE** - Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by ordering agency including unloading, moving to point of use, uncrating, assembling, complete installation, adjusting, connecting all services and leaving ready to operate to the full extent of its design capabilities. Agency personnel are responsible for bringing all electrical or other appropriate services to within 6' of installation site.

**Price List Changes** - The price list bid shall remain firm for one year from contract date of issue. The contractor may update the contract price list **ONE** (1) time during each subsequent year of the contract, to reflect manufacturer’s price changes and the addition of new products as established by the manufacturer in their normal manner. All percentage discounts shall remain firm (unchanged) or they may increase for the duration of the contract. Contractors shall submit three (3) copies of their additions or updates to the Price List to the Office of General Services for review and approval prior to issuing to agencies. Contractor shall provide requesting agencies with copies of approved price list(s).

**Extension of Delivery Locations** - Upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

**ITEM 1 - PRICE LIST FOR SEAWAY MATS INC.**

<u>Item Category</u>	<u>Discount</u>
A. Gym Mats & Accessories	12% Tailgate Delivery

Manufacturer: Seaway Mats, Inc.  
Title and Date of Applicable Catalog & Price List: Seaway Mats, Inc. Effective September 9, 2005  
Applicable Pages of Catalog: 1-4  
Guaranteed Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 1: SEAWAY MATS, INC.

(continued)

ITEM 3 - PRICE LIST FOR CYBEX INTERNATIONAL, INC.

<u>Item Category</u>	<u>Discount</u>
A. VR3 Total Access Strength	12% Set - In - Place
B. Total Access Cardiovascular	22% Set - In - Place
C. Cycles	22% Set - In - Place
D. Cross Trainers	22% Set - In - Place
E. Treadmills	27% Set - In - Place
F. Steppers	22% Set - In - Place
G. Trazer & Accessories	27% Set - In - Place
H. Eagle	22% Set - In - Place
I. Variable Resistance 3 (VR3)	12% Set - In - Place
J. Variable Resistance (VR1)	12% Set - In - Place
K. Functional Training Systems	12% Set - In - Place
L. Modular Stations (Weighted, Multi & Bodyweight)	12% Set - In - Place
M. Free Standing Modular	12% Set - In - Place
N. Plate Loaded Stations	12% Set - In - Place
O. Free Weight Stations	7% Set - In - Place
P. Body Weight Stations	7% Set - In - Place
Q. Benches & Racks	7% Set - In - Place
R. Multi-Gyms	12% Set - In - Place
S. Cardiovascular Accessories	7% Tailgate Delivery
T. Handles & Strength System Accessories	7% Tailgate Delivery

Manufacturer: Cybex International, Inc.

Catalog - Title and Date of Applicable Catalog: Treadmills, Bikes, Arc Trainers, Trazer, Strength and Multi-Gyms (undated)

Applicable Pages of Catalog: All

Title and Date of Price List: Cybex International, Inc. Price List effective July 1, 2009

Guaranteed Delivery: 30 - Cardio; 60 - Strength Days A/R/O

CONTRACTOR, ITEM 3: CYBEX INTERNATIONAL, INC.

(continued)

ITEM 4 - PRICE LIST FOR HOIST

<u>Item Category</u>	<u>Discount</u>
A. Single Stack Multi-Gyms	10% Set - In - Place
B. Multi-Stack Gyms	10% Set - In - Place
C. Bench Systems & Free Weight Products	10% Set - In - Place
D. Half Cage Frame & Options	10% Set - In - Place
E. Personal Training Systems	10% Set - In - Place
F. PTS Ensemble	10% Set - In - Place
G. (HD) - Hoist Dual Line & Accessory Bars	10% Set - In - Place
H. (HS) - Hoist Selectorized Line	10% Set - In - Place
I. (D) - Dual Commercial Line	5% Set - In - Place
J. (CD) - Dual Commercial Line	5% Set - In - Place
K. (CL) - Selectorized Commercial Line	5% Set - In - Place
L. (KL) - Circuit-Youth Fitness Training	10% Set - In - Place
M. (CF) - Commercial Freeweight Line	5% Set - In - Place
N. (F) - Freeweight Line	5% Set - In - Place

Manufacturer: Hoist Fitness Systems  
 Catalog - Title and Date of Applicable Catalog: Miscellaneous: CL, CD/D, CF, F, HS/HD, KL (undated)  
 Applicable Pages of Catalog: All  
 Title and Date of Price List: Hoist Retail Price List Confidential Dealer Price List effective October 15, 2005  
 Guaranteed Delivery: 30-60 Days A/R/O

CONTRACTOR, ITEM 4: ADVANTAGE SPORT & FITNESS, INC.

ITEM 5 - PRICE LIST FOR LIFE FITNESS

<u>Item Category</u>	<u>Discount</u>
A. Cardiovascular	15% Set - In - Place
B. Cardio LCD Solutions	15% Set - In - Place
C. Flexibility	5% Set - In - Place
D. PRO2 and PRO2 SE Series Strength	5% Set - In - Place
E. Signature Series Strength	5% Set - In - Place
F. Multi-Jungles	5% Set - In - Place
G. Cable Motion Series	5% Set - In - Place
H. Hammer Strength	2% Set - In - Place
I. Hammer Strength MTS	5% Set - In - Place
J. Fit Series	12% Set - In - Place
K. Club Series	12% Set - In - Place

Manufacturer: Life Fitness  
 Catalog - Title and Date of Applicable Catalog: Built to Lead, October 2005  
 Applicable Pages of Catalog: All  
 Title and Date of Price List: Life Fitness Commercial List Pricing, effective September 30, 2010  
 Guaranteed Delivery: 60 Days A/R/O

CONTRACTOR, ITEM 5: G & G FITNESS EQUIPMENT, INC.

(continued)

**ITEM 7 - PRICE LIST FOR PARAMOUNT STRENGTH**

<u>Item Category</u>	<u>Discount</u>
A. XL2 Series	10% Set - In - Place
B. Performance XL	10% Set - In - Place
C. Plate Loaded & Free Weights	10% Set - In - Place
D. Functional Trainers	10% Set - In - Place
E. Modular System	10% Set - In - Place
F. Fitness Line	10% Set - In - Place
G. MP Multi Stations	10% Set - In - Place
H. SP Style & Performance	10% Set -In - Place
I. Commercial Elliptical Trainer	22% Set - In - Place
J. Commercial Treadmills	22% Set - In -Place
K. Cardio Entertainment & Accessories	22% Set - In - Place

Manufacturer: Paramount

Catalog - Title and Date of Applicable Catalog: Paramount (various dates)

Applicable Pages of Catalog: All

Title and Date of Price List: XL2 Series MSRP List: March 15, 2009; Performance XL MSRP List: August 8, 2008; Plate Loaded & Free Weights MSRP List: August 8, 2008; Functional Trainers MSRP List: August 8, 2008; Modular System MSRP List: August 8, 2008; Fitness Line MSRP List: July 1, 2008; MP Multi Stations MSRP List: July 1, 2008; SP Style & Performance: August 8, 2008; Commercial Elliptical Trainer MSRP List: November 1, 2008 and Commercial Treadmills MSRP List: October 1, 2008.

Guaranteed Delivery: 60 Days A/R/O

VOLUME PRICING FOR ITEM CATEGORIES (A-H) LISTED ABOVE

<u>\$ Range</u>	<u>Volume Discount</u>
\$10,001 - \$25,000	12%
\$25,000 +	15%

VOLUME PRICING FOR ITEM CATEGORIES (I-K) LISTED ABOVE

<u>\$ Range</u>	<u>Volume Discount</u>
\$25,000 +	26%

CONTRACTOR, ITEM 7: PEAK FITNESS EQUIPMENT, INC.

(continued)

ITEM 8 - PRICE LIST FOR PRECOR, INCORPORATED

<u>Item Category</u>	<u>Discount</u>
A. Cardiovascular Products	20% Set - In - Place
B. Cardio Theater Products	0% Set - In - Place
C. Icarian (except Benches, Racks, & Jade)	10% Set - In - Place
D. Benches & Racks	5% Set - In - Place
E. Jade Barbells*, Dumbbells*, Weight Plates*, Bars, and Collars	5% Tailgate Delivery

Manufacturer: Precor USA

Catalog: Treadmills, Ellipticals, Bikes, Strength, Freeweight

Applicable Pages of Catalog: All

Inclusions: All

Exclusions: None

Title and Date of Price List:

Precor Incorporated Commercial Cardio, effective August 2010 (Item Category A)

Precor Incorporated Cardio Theater Products List Price, effective August 2010 (Item Category B)

Precor Incorporated Commercial Strength, Modular, C-Line and S-Line, effective August 2010 (Item Categories C and D)

Precor Incorporated Commercial Strength Products Price List, effective April 22, 2005 (Item Category E)

Guaranteed Delivery: 30-60 Days A/R/O

\* = All dumbbells shall be cast iron conforming to ASTM A48/A48M-03 Class 20 minimum or steel with equal tensile strength and ductility.

CONTRACTOR, ITEM 8: PRECOR, INCORPORATED

ITEM 9 - PRICE LIST FOR SCHWINN

<u>Item Category</u>	<u>Discount</u>
A. Indoor Cycling Bikes	2% Set - In - Place
B. Airdynes	10% Set - In - Place
C. Other Wind Products	10% Set - In - Place
D. Schwinn Accessories	15% Tailgate Delivery

Manufacturer: Schwinn

Catalog - Title and Date of Applicable Catalog: Windresistance, IC Bikes February 2005

Applicable Pages of Catalog: All

Title and Date of Price List: Schwinn, June 1, 2004

Guaranteed Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 9: SYRACUSE FITNESS STORE

(continued)

ITEM 12 - PRICE LIST FOR TRUE FITNESS

<u>Item Category</u>	<u>Discount</u>
A. Treadmills	22% Set - In - Place
B. Ellipticals	22% Set - In - Place
C. Bikes	22% Set - In - Place
D. Flexibility	22% Set - In - Place
E. Upgrades	22% Set - In - Place

Manufacturer: True  
 Catalog - Title and Date of Applicable Catalog: True (various dates)  
 Applicable Pages of Catalog: All  
 Title and Date of Price List: True Price List (effective March 1, 2010)  
 Guaranteed Delivery: 60 Days A/R/O

VOLUME PRICING ITEM CATEGORIES (A-E) LISTED ABOVE

<u>\$ Range</u>	<u>Volume Discount</u>
\$25,000 +	26%

CONTRACTOR, ITEM 12: PEAK FITNESS EQUIPMENT, INC.

ITEM 13 - PRICE LIST FOR TUFF STUFF

<u>Item Category</u>	<u>Discount</u>
A. Selectorized Single Station	5% Set - In - Place
B. Multi-Station/Jungle Gyms	5% Set - In - Place
C. Combo Multi-Station	5% Set - In - Place
D. Plate Loaded System	5% Set - In - Place
E. Free Weight System	5% Set - In - Place
F. XXL Super Power Rack Systems	2% Set - In - Place
G. Simplex II Series Strength Equipment	5% Set - In - Place
H. AP-5 Series Multi Station	5% Set - In - Place

Manufacturer: Tuff Stuff  
 Catalog - Title and Date of Applicable Catalog: Proformance Series (undated), XXL Super Racks (2003), Simplex II (2003), Apollo 5 (undated)  
 Applicable Pages of Catalog: All  
 Title and Date of Price List: "Tuff Stuff Commercial Strength Equipment Price List dated June 1, 2005," "Tuff Stuff Confidential Dealer Price List XXL Super Power Rack Systems effective June 15, 2004," "Tuff Stuff Simplex II Series Strength Equipment Price List effective June 15, 2004," and "Tuff Stuff Confidential Dealer Price List AP-5 Series Multi-Station Gym effective August 1, 2005."  
 Guaranteed Delivery: 45 Days A/R/O

CONTRACTOR, ITEM 13: SYRACUSE FITNESS STORE

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ITEM 14 - PRICE LIST FOR YORK

<u>Item Category</u>	<u>Discount</u>
A. Iron Gym-Style Dumbbells (Pair)*	20% Tailgate Delivery
B. Iron Gym-Style Dumbbell Sets*	20% Tailgate Delivery
C. Rubber Gym-Style Dumbbells (Pair)	20% Tailgate Delivery
D. Rubber Gym-Style Dumbbells Sets	20% Tailgate Delivery
E. Fixed Bars-Straight & Curl	20% Set - In - Place
F. Modular Training Systems and Accessories	10% Set - In - Place
G. Oak Veneer Platforms, Insets	10% Set - In - Place
H. Solid Oak Platforms, Insets, and Accessories	10% Set - In - Place
I. Benches & Racks	10% Set - In - Place
J. Upper & Lower Body Machines	10% Set - In - Place
K. Free Standing Selectorized Machines	10% Set - In - Place
L. Multi Stations, Cable Crossovers & Connector Kits	10% Set - In - Place

Manufacturer: York Barbell Company  
 Catalog - Title and Date of Applicable Catalog: Various (undated)  
 Applicable Pages of Catalog: All  
 Inclusions: All items except those in exclusions  
 Exclusions: International Plates-2 inch, International Bars-2 inch, Standard Plates-1 inch, Standard Bars-1 inch, Dumbbells, Free Weight Equipment, Home Gyms, Cardiovascular Equipment, Accessories  
 Title and Date of Price List: York SF Specialty Fitness and York STS Strength Training Series effective September 1, 2005  
 Guaranteed Delivery: 30-60 Days A/R/O

\* = All dumbbells shall be cast iron conforming to ASTM A48/A48M-03 Class 20 minimum or steel with equal tensile strength and ductility.

CONTRACTOR, ITEM 14: ADVANTAGE SPORT & FITNESS, INC.

ITEM 15 - PRICE LIST FOR OTHER MANUFACTURER **NO AWARD**

ITEM 16 - PRICE LIST FOR OTHER MANUFACTURER - (GYM MATS ONLY) **NO AWARD**

**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

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**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO CONTRACTOR:**

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

**OVERLAPPING CONTRACT ITEMS:**

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

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website ([www.ogs.ny.gov](http://www.ogs.ny.gov)).

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

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

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

**EXTENSION OF USE:**

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

**MINIMUM ORDER:**

Minimum order is \$100.00.

**DISCOUNTS:**

The percentage discount offered to customer agencies may, at the contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount per category. The same discount shall be applied to all purchases to be made from the contractor's price list for that Item category.

Agencies are 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.

(continued)

**ADDITIONS TO PRICE LIST:**

- Consideration may be given to the addition of products to a part of the price list, if such products are:
- needed by a client agency;
  - included in the same product line and similar to those already awarded;
  - priced commensurate with other products already awarded.

**DELIVERY:**

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be not later than 60 days after receipt of 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 the Office of General Services, Procurement Services Group.

**ESTIMATED QUANTITIES:**

Each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**CONTRACT PERIOD AND RENEWALS:**

The State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

Discounts are firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases or discount increases are permitted at any time.

**CANCELLATION FOR CONVENIENCE:**

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**WARRANTIES:**

See "Warranties" in Appendix B, OGS General Specifications.

Accessories supplied shall be compatible with the rest of the product.

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**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 \$200,000.00.

**PRICE SHEETS AND CATALOGS:**

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

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

**INSTRUCTION MANUALS:**

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

**REPORT OF CONTRACT PURCHASES:**

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

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

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

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

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"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

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

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

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

**PRODUCT SPECIFICATIONS:**

**GENERAL - ALL PRODUCTS SHALL BE OF INSTITUTIONAL/COMMERCIAL GRADE DESIGNED FOR HEAVY USE.**

**USE - PRODUCTS WILL BE USED IN CORRECTIONAL FACILITIES, STATE INSTITUTIONS, COLLEGES, ETC. PRODUCTS WILL BE FREQUENTLY USED ON A DAILY BASIS BY SEVERAL PEOPLE.**

**ASTM A48/A48M-03 CLASS 20 - ALL DUMBBELLS AND BARBELLS SHALL MEET THE REQUIREMENTS OF ASTM A48/A48M-03 CLASS 20 MINIMUM OR STEEL WITH EQUAL TENSILE STRENGTH AND DUCTILITY.**

(continued)

**State of New York  
 Office of General Services  
 PROCUREMENT SERVICES GROUP  
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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