

State Contract Award Notices - Commodities

FURNITURE, ALL TYPES [Except Hospital Room and Patient Handling] (STATEWIDE)	
Award Document  <small>{Updated / Revised}</small>	Contract Period: December 02, 2018 – December 01, 2023
Contract Updates 	Group: 20915 Award: 23109 (Replaces 22398)
Contractor Information 	Use of Contracts: All State Agencies and Political Subdivisions
Category Matrix 	Contact Person: Laura Dempsey Telephone: (518) 473-9825
How To Use 	Contract Issued: December 02, 2018 Contract Updated: August 08, 2023
Base Contract 	
Historical Details 	
Customer Service	
<p>Description: Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. INSTALLATION IS NOT PART OF THIS AWARD.</p>	
<p>NYS Office of General Services (OGS) Contract Notifications: If you would like to receive contract notifications and updates for this Award (or any other NYS OGS Centralized Contract), you can register for the Purchaser Notification Service (PNS) at https://online.ogs.ny.gov/pns/ Be certain to select the Product and/or Services Classification Codes that fit your interests when registering. The Classification Code(s) for this Award can be located under the title of the Award on the document linked from "Award Document" above.</p> <p style="text-align: center;">Install Free Adobe Acrobat Reader for PDF Documents The above PDF files are available in text by calling Customer Services at (518) 474-6717.</p>	



**Office of General Services
Procurement Services**

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Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	<u>23109</u> (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	December 2, 2018 (Updated January 1, 2023)
Specification Reference:	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Rachael Smelyansky Title : Contract Management Specialist I Phone : 518-473-2961 Fax : N/A E-mail : OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care.
INSTALLATION IS NOT PART OF THIS AWARD.

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
A2S Inc.	X		X			X	X	X		X
ADI Art Design International Inc.	X	X			X	X	X	X	X	
A.F.C. Industries Inc.	X						X	X		X
Affordable Interior Systems Inc.	X		X		X	X	X	X	X	X
Agati Inc.			X			X	X	X		
Allseating Corp.	X	X				X	X	X	X	
Allsteel Inc.	X		X			X	X	X	X	X
Alumni Classroom Furniture Inc.			X			X		X		
Amcase Inc.	X	X	X			X	X	X		X
AmTab Manufacturing Corporation								X		
Arcadia Chair Company	X						X		X	
Arconas Corporation						X		X	X	
Artco Bell Corporation	X		X				X	X		
Artopex Inc.	X	X	X			X	X	X	X	X
ASSA Group Inc. D/B/A Enwork	X		X			X	X	X		X
Aurora Storage					X		X			
Bay View Industries Inc. D/B/A SurfaceWorks	X	X	X		X	X	X	X		X
Biofit Engineered Products Inc.			X			X	X	X	X	
Blockhouse Company Inc.	X	X	X		X	X			X	
Brodart Co.	X					X	X			
Bush Industries Inc.	X						X	X		
Case Systems Inc.			X			X	X	X		X
CBT Supply Inc., D/B/A SmartDesks	X	X	X			X	X	X		
Claridge Products & Equipment Inc.	X							X		X
Classic Leather Inc D/B/A St. Timothy Chair	X		X		X	X	X		X	
Columbia Manufacturing Inc.								X		
Commercial Furniture Group Inc.	X		X			X	X	X	X	X
Community Products D/B/A Community Playthings								X		
Computer Comforts Inc.	X		X			X		X		
D3 Inc. D/B/A 9to5					X	X	X	X	X	
Daco Limited Partnership D/B/A Dauphin and Valo	X		X		X	X	X	X	X	
DARRAN Furniture Industries Inc.	X	X	X		X		X			X
Datum Filing Systems Inc. D/B/A Datum Storage Solutions		X	X	X		X	X	X		
DCI Inc.		X			X					
Demco Inc.		X				X	X	X		
Ditto Sales Inc.	X	X	X		X	X	X	X	X	
Diversified Woodcrafts Inc.			X					X		
DSI Industries Inc. D/B/A ofgo Studio	X	X	X			X	X	X		

Eminence Group Inc. D/B/A Colecraft Commercial Furnishings	X	X	X		X	X	X	X		
Encore Seating Inc.	X						X		X	
Endura LLC									X	
Environamics Inc.										X
Ergo-Industrial Seating Systems Inc.	X		X			X	X	X	X	
ErgoFlex Systems Inc. D/B/A Xybix	X						X			X
ErgoGenesis Inc.							X		X	
ESI Ergonomic Solutions, a Division of Fellowes Inc.	X	X				X	X	X		
Ergonom Corporation D/B/A ERG International	X	X	X		X	X	X	X	X	
Evans Consoles Incorporated	X		X				X			
Exemplis LLC	X	X	X		X	X	X	X	X	
F. E. Hale Mfg. Co.						X	X			
Fairway Holdings Inc. D/B/A Berco Designs	X		X			X	X	X		
Fleetwood Group Inc.	X		X			X	X	X		
Foliot Furniture Pacific Inc.		X								
Furniture Pro Corporation	X	X	X	X	X	X	X	X	X	X
Global Industries, Inc.	X	X	X		X	X	X	X	X	X
Grand Rapids Chair Company	X	X	X		X	X		X		
Groupe Lacasse LLC	X		X			X	X	X	X	X
Hancock and Moore D/B/A Cabot Wrenn	X	X	X		X	X	X		X	
Haskell Office	X		X			X	X	X	X	
Haworth Inc.	X	X	X		X	X	X	X	X	X
Herman Miller Inc.	X	X	X		X	X	X	X	X	X
Hertz Furniture Systems, LLC			X			X	X	X		
Hickory Business Furniture LLC	X		X				X			
High Point Furniture Industries Inc.	X	X	X		X	X	X	X	X	
HLF Furniture	X					X	X			X
Humanscale Corporation	X		X				X	X		X
IMF Solutions LLC D/B/A Invincible	X		X			X	X	X		X
Indiana Furniture	X		X			X	X		X	
Inscape						X	X	X		X
Integra Inc.		X	X		X	X	X		X	
Interior Resources	X	X	X		X	X		X		
Jasper Seating Company Inc.	X		X			X	X	X	X	X
John Savoy and Sons Inc.	X	X	X							
Jonti-Craft Inc.								X		
Kaplan Early Learning Company								X		
Keihauer LTD	X	X	X		X	X	X	X	X	
KFI Furniture LLC	X		X				X	X	X	
Kimball Office Inc.	X	X	X			X	X	X	X	X
Knoll Inc.	X	X	X		X	X	X	X		X
KNU D/B/A La-Z-Boy		X	X				X		X	

Krueger International Inc.	X	X	X			X	X	X	X	X
Krug Inc.	X	X	X		X	X	X	X	X	
Lakeshore Equipment Company								X		
Leeder Furniture LLC		X								
Leland International Inc.	X	X	X		X	X	X	X	X	
Lesro Industries Inc.	X						X			
LIAT LLC						X				
Library Interiors Inc.	X	X	X	X		X	X	X		
Mediatechnologies, LLC	X		X			X	X	X		
Mesa Contract Incorporated							X			X
Metalworks Inc. D/B/A Great Openings		X			X	X	X	X		
MiEN Company	X	X	X		X	X	X	X	X	
Mitchell Furniture Systems Inc.	X		X			X	X	X		
Mity Lite Inc.	X	X	X			X	X	X		
Mobilier de Bureau Logiflex	X	X	X			X	X	X	X	
Moduform Inc.		X	X		X	X	X		X	
Montel Aetnastak Inc.				X		X	X			
Neutral Posture Inc.	X		X			X	X		X	X
New England Woodcraft Inc.		X	X		X					
Nickerson NY, LLC	X		X			X	X	X	X	X
Nightingale Corporation	X				X	X	X	X	X	
Norix Group Inc.	X	X	X		X	X	X	X	X	
NOVA Solutions Inc.	X		X			X		X		
NPS Public Furniture Corporation D/B/A National Public Seating	X		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	X	
Palmer Hamilton LLC	X	X	X			X	X	X		
Palmieri Furniture LTD						X				
Paragon Furniture			X			X	X		X	
PS Furniture Inc.			X		X		X	X		X
RT London	X	X	X		X	X	X	X	X	
Rapp Productions Inc. D/B/A FurnitureLab	X	X	X			X	X	X	X	
Raynor Marketing LTD D/B/A Eurotech	X						X	X	X	
Russ Bassett Corporation	X						X			X
Safco Products Co.	X		X	X		X	X	X	X	X
Sauder Manufacturing Co.	X	X	X		X	X	X	X	X	
Scholar Craft Products Inc.								X		
School Outfitters LLC	X		X			X	X	X	X	X
School Specialty Inc.			X				X	X		
Seating Inc.										
	X	X	X		X	X	X	X	X	
Sedia Systems Inc.								X	X	

Senator International Inc.	X	X	X		X	X	X	X	X	X
SICO America Inc.	X		X					X		
Smith System Manufacturing Company Inc.								X		
Source International	X	X			X	X	X	X	X	
Spacesaver Storage Systems Inc.				X		X	X			
Spec Furniture Inc.	X	X	X			X	X	X	X	
Special-T LLC	X		X			X	X	X		
Spectrum Industries Inc.	X		X			X		X		
Stance Healthcare Inc.	X	X	X				X		X	
Steelcase Inc.	X	X	X		X	X	X	X	X	X
Stylex	X	X	X			X	X		X	
Swiftspace Inc.	X		X			X	X	X		X
TAB Products Co LLC				X						
Teknion LLC	X	X	X		X	X	X	X	X	X
Tesco Industries LP	X					X				
The Gunlocke Company LLC	X		X				X			
The HON Company LLC	X		X			X	X	X	X	X
Thompson Contract Inc.	X	X	X		X	X	X	X	X	
TMC Furniture Inc.	X	X	X		X	X	X	X		
Toledo Furniture Inc.	X	X	X			X	X	X		X
Transformations by Wieland Inc.		X	X		X	X	X	X	X	
Trendway Corporation	X		X			X	X	X	X	X
Trinity Furniture	X	X			X	X	X		X	
Tristate Apartment Furnishers LLC	X	X	X		X	X	X			
United Supply Corp.	X	X	X	X	X	X	X	X	X	X
VS America Inc.	X		X			X	X	X	X	
WB Manufacturing LLC			X	X		X	X	X		
Workrite Ergonomics Canada	X						X	X		
Wright Line LLC	X			X			X			X
Young Equipment Solutions Inc.								X		

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties:

2091523109ra23.docx

Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 - 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

- A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).
- B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here:
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
 Office of General Services
 Procurement Services
 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 & returned to:

OGS Procurement Services
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 customer.service@ogs.ny.gov
 * * * * *



Contract Award Notification Update

Subject: Furniture, All Types (except Hospital Room and Patient Handling) Contract Expires December 1, 2023

DATE: July 14, 2023 **AWARD #:** [23109](#) **GROUP #:** 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Laura Dempsey | 518-473-9825 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various **CONTRACTOR:** Various

Important Notice – Furniture, All Types (except Hospital Room and Patient Handling) Award #23109 Expires December 1, 2023:

The OGS Centralized Contract for the above referenced Contract will expire on December 1, 2023. Although it is OGS' intention to have a new Award in place on or before December 1, 2023, it is recommended that Authorized Users use due diligence in planning for their needs prior to Contract expiration. No further orders shall be placed under this contract after December 1, 2023.

Should you have any questions concerning this Contract Award Notification Update, please contact the contract manager using the above listed contact information.

All other terms and conditions of the award remain unchanged.



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Contract Manager Change, Authorized Reseller and Price List Update Notice

DATE: July 10, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Laura Dempsey | 518-473-9825 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, and until further notice, all Contract related inquiries for Furniture Award #23109 should be directed to Laura Dempsey, the OGS Contract Manager identified above.

Additionally, Authorized Reseller Revisions and Price List Updates will not be permitted for the remainder of the contract term, per Base Contract Section 2.2.2 – Authorized Resellers and Section 5.7 – Price Adjustments.

Please see the Contract Award for this update:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to this notification should be directed to the OGS Contract Manager listed on this update.

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



Contract Award Notification Update

Subject: Authorized Reseller & Contact Information Updates & Contract Suspension

DATE: June 2, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various **CONTRACTOR:** Various

Please note that the Contract for Inscape, D/B/A Inscape Office Specialty (PC68355) has been suspended effective May 23, 2023.

Please note that the Contract for Library Interiors, Inc. (PC68375) has been suspended effective June 1, 2023.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller, Contractor Information and Price List Updates

DATE: April 27, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Price List removing the following products:

- Back Bench
- Ebb Veneer Bench
- HiFi Tables
- Marquette Tables
- Parfait Tables
- Patisserie

PC68372	Leland International, Inc.
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Effective immediately, the Contractor below has updated their Contractor Information:

PC68345	Haworth, Inc.
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Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC68276	Affordable Interior Systems, Inc.
PC68288	ASSA Group D/B/A Enwork
PC68297	Claridge Products & Equipment

PC68307	DARRAN Furniture Industries, Inc. D/B/A DARRAN Furniture
PC68315	Diversified Woodcrafts, Inc.
PC68316	DSI, Inc. D/B/A ofgo Studios
PC68332	ESI Ergonomic Solutions A Division of Fellowes, Inc.
PC68328	Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry
PC68330	Fairway Holdings, Inc. D/B/A Berco Furniture Solutions
PC68345	Haworth, Inc.
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC68363	KFI Furniture LLC
PC68367	Krueger International, Inc. D/B/A KI
PC68368	Krug, Inc.
PC68373	Lesro Industries, Inc.
PC68381	MiEN Company
PC68392	Norix Group, Inc.
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68397	OFS Brands, Inc.
PC68401	Paragon Furniture, LP
PC68415	Senator International Inc. D/B/A Allermuir

PC68418	Smith System Manufacturing Company, Inc.
PC68424	Stance Healthcare, Inc.
PC68438	Trendway Corporation
PC68439	Trinity Furniture, Inc.
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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

PC68364	Kimball International Brands, Inc.
PC68373	Lesro Industries, Inc.
PC68384	Mobilier De Bureau Logiflex, Inc. D/B/A Logiflex
PC68392	Norix Group, Inc.
PC68396	Office Master, Inc.
PC68399	Palmer Hamilton, LLC
PC68404	Rapp Productions, Inc. D/B/A FurnitureLab
PC68412	Seating, Inc
PC68421	Spec Furniture, Inc.
PC68422	Special-T LLC
PC68426	Stylex, Inc.
PC68432	The HON Company
PC68434	TMC Furniture, Inc.
PC68444	VS America, Inc.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Contract Cancellation

DATE: March 30, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68298

CONTRACTOR: Classic Leather, d/b/a St. Timothy Chair

Effective immediately, the contract for Classic Leather, d/b/a St. Timothy Chair (PC68298) has been cancelled for Convenience in accordance with Appendix B (April 2016), Section 43(b) – Termination for Convenience, effective close of business

A revised Award Document and Contract Information Summary have been posted to the OGS website.

Please see the Contract Award Notification for this update:
<https://online.ogs.ny.gov/purchase/spg/awards/2310623185CAN.HTM>

Should you have any questions concerning this Contract Award Notification Update, please contact the contract manager using the above listed contact information.

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



Contract Award Notification Update

Subject: Price List Update

DATE: March 17, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68342

CONTRACTOR: Hancock & Moore, LLC D/B/A Cabot Wrenn

Effective immediately, the Contractor below has updated their Price List to include some of Classic Leather, Inc., d/b/a St. Timothy Chair's product line.

PC68342	Hancock & Moore, LLC D/B/A Cabot Wrenn
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Please see the Contract Award Notification for this update:
<https://online.ogs.ny.gov/purchase/spg/awards/2310623185CAN.HTM>

Should you have any questions concerning this Contract Award Notification Update, please contact the contract manager using the above listed contact information.

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



Contract Award Notification Update

Subject: Authorized Reseller Updates

DATE: March 8, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC68282	AmTab Manufacturing Corporation
PC68307	DARRAN Furniture Industries, Inc. D/B/A DARRAN Furniture
PC68391	Nightingale Corporation
PC68422	Special-T LLC.
PC68426	Stylex, Inc.
PC68431	The Gunlocke Company LLC

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller Updates

DATE: February 14, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC68277	Agati, Inc.
PC69588	Cycle Street Manufacturing, Inc. D/B/A Columbia Manufacturing
PC68345	Haworth, Inc.
PC68397	OFS Brands, Inc.
PC68436	Transformations by Wieland, Inc. D/B/A Transformations Furniture

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller & Contact Information Updates & Contract Suspension

DATE: January 23, 2023 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Please note that the Contract for Classic Leather, Inc. dba St. Timothy Chair Co. (PC68298) has been suspended. Effective January 19, 2023.

The Contractor listed below has updated their address on the Contractor Information Summary page:

PC68418	Smith System Manufacturing Company, Inc. 1150 Luna Rd. Carrollton, TX 75006
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The Contractor listed below has updated their Contact Information:

PC68283	Arcadia Chair Company
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Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC68316	DSI Inc. D/B/A ofgo Studios
PC68283	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
PC68345	Haworth, Inc.
PC68352	Humanscale Corporation
PC68372	Leland International, Inc.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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

PC68336	Global Industries, Inc. D/B/A Global Furniture Group
PC68340	Groupe Lacasse, LLC
PC68342	Hancock & Moore, LLC D/B/A Cabot Wrenn
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC68358	Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68367	Krueger International, Inc. D/B/A KI
PC68381	MiEN Company
PC68385	Moduform, Inc.
PC68401	Paragon Furniture, LP
PC68415	Senator International Inc. D/B/A Allermuir
PC68418	Smith System Manufacturing Company
PC68422	Special-T LLC
PC68429	Teknion, LLC
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List Updates

DATE: January 11, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68405	Raynor Marketing LTD D/B/A Eurotech Seating
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: January 10, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Price List. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68345	Haworth, Inc.
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The Contractors listed below have updated their Contractor Information:

PC68345	Haworth, Inc.
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: January 6, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68447

CONTRACTOR: Wright Line, LLC

Effective immediately, the Contractor below has updated their Price List. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68447	Wright Line, LLC
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The Contractors listed below have updated their Contractor Information:

PC68447	Wright Line, LLC
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Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: January 6, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Price List. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68441	United Supply Corporation
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The Contractors listed below have updated their Contractor Information:

PC68364	Kimball International Brands, Inc.
PC68441	United Supply Corporation

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Authorized Reseller and Price List Update

DATE: January 4, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68364

CONTRACTOR: Kimball International Brands, Inc.

Effective immediately, the Contractor below has updated their Price List to include National Office Furniture, Inc's product line.

PC68364	Kimball International Brands, Inc.
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Effective immediately, the Contractor below has updated their Authorized Reseller list:

PC68364	Kimball International Brands, Inc.
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Please see the Contract Award Notification for this update:
<https://online.ogs.ny.gov/purchase/spg/awards/2310623185CAN.HTM>

Should you have any questions concerning this Contract Award Notification Update, please contact the contract manager using the above listed contact information.

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



Contract Award Notification Update

Subject: Contract Cancellation

DATE: January 4, 2023

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68387

CONTRACTOR: National Office Furniture, Inc.

Please note that the Contract for National Office Furniture, Inc. (PC68387) will be cancelled for convenience in accordance with Appendix B (April 2016), Section 43(b) – Termination for Convenience, effective close of business March 2, 2023. At such time, no further orders shall be made against the contract. However, such termination of the Contract shall not affect any Purchase Order(s) that have been issued under the Contract prior to the date of such termination.

Please see the Contract Award Notification for this update:
<https://online.ogs.ny.gov/purchase/spg/awards/2310623185CAN.HTM>

Should you have any questions concerning this Contract Award Notification Update, please contact the contract manager using the above listed contact information.

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: December 14, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Price List. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68366	KNU, LLC D/B/A La-Z-Boy Contract Furniture
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The Contractors listed below have updated their Contractor Information:

PC68355	Inscape D/B/A Inscape Office Specialty
PC68366	KNU, LLC D/B/A La-Z-Boy Contract Furniture

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Authorized Reseller Updates

DATE: November 29, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC68289	Aurora Storage Products, Inc.
PC68342	Hancock & Moore, LLC D/B/A Cabot Wrenn
PC68419	Source International Corp.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: November 23, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68360	Jonti-Craft, Inc.
PC68424	Stance Healthcare, Inc.

The Contractors listed below have updated their Contractor Information:

PC68335	Furniture Pro Corporation
PC68360	Jonti-Craft, Inc.
PC68424	Stance Healthcare, Inc.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: November 18, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68368	Krug, Inc.
PC68388	Neutral Posture, Inc.

The Contractors listed below have updated their Contractor Information:

PC68368	Krug, Inc.
PC68388	Neutral Posture, Inc.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: November 10, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68278	Allseating Corporation
PC68342	Hancock & Moore, LLC D/B/A Cabot Wrenn
PC68381	MiEN Company
PC68406	Russ Bassett Corporation

The Contractors listed below have updated their Contractor Information:

PC68278	Allseating Corporation
PC68342	Hancock & Moore, LLC D/B/A Cabot Wrenn
PC68406	Russ Bassett Corporation

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: November 4, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68284	Arconas Corporation
PC68335	Furniture Pro Corporation
PC68375	Library Interiors, Inc.
PC68439	Trinity Furniture, Inc. D/B/A Furniture Manufacturer

The Contractors listed below have updated their Contractor Information:

PC68284	Arconas Corporation
PC68335	Furniture Pro Corporation
PC68375	Library Interiors, Inc.
PC68439	Trinity Furniture, Inc. D/B/A Furniture Manufacturer

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: October 31, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68282	AmTab Manufacturing Corporation
PC68336	Global Industries, Inc. D/B/A Global Furniture Group
PC68355	Inscape D/B/A Inscape Office Specialty
PC68367	Krueger International, Inc. D/B/A KI
PC68431	Tristate Apartment Furnishers, LLC

The Contractors listed below have updated their Contractor Information:

PC68336	Global Industries, Inc. D/B/A Global Furniture Group
PC68355	Inscape D/B/A Inscape Office Specialty
PC68367	Krueger International, Inc. D/B/A KI
PC68431	Tristate Apartment Furnishers, LLC

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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

The Contractors listed below have updated their Contractor Information:

PC68276	Affordable Interior Systems, Inc.
PC68287	Artopex, Inc.
PC68291	Biofit Engineered Products
PC68307	Darran Furniture Industries, Inc. D/B/A Darran Furniture
PC68431	The Gunlocke Company, LLC
PC68373	Lesro Industries, Inc.
PC68394	NOVA Solutions Inc.
PC68414	Sedia Systems, Inc. D/B/A Sedia Systems
PC68423	Spectrum Industries, Inc.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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

PC69556	Nickerson NY, LLC
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68396	Office Master, Inc.
PC68407	Safco Products Company
PC68411	School Outfitters, LLC D/B/A School Outfitters
PC68418	Smith System Manufacturing Company
PC68432	The HON Company
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench

The Contractors listed below have updated their Contractor Information:

PC68282	AmTab Manufacturing Corporation
PC68290	Bay View Industries D/B/A Surfaceworks
PC68314	Ditto Sales, Inc. D/B/A Versteel
PC68323	Ergo-Industrial Seating Systems, Inc. D/B/A Ergocentric Seating Systems, Inc.
PC68347	Herman Miller, Inc.
PC68340	Groupe Lacasse, LLC
PC68348	Hertz Furniture Systems, LLC
PC68365	Knoll, Inc.
PC68369	Lakeshore Equipment Company D/B/A Lakeshore Learning Materials
PC69556	Nickerson NY, LLC
PC68407	Safco Products Company
PC68411	School Outfitters, LLC D/B/A School Outfitters
PC68418	Smith System Manufacturing Company

PC68432	The HON Company
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Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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

PC68387	National Office Furniture, Inc.
PC69556	Nickerson NY, LLC
PC68391	Nightingale Corporation
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68402	PS Furniture, Inc.
PC68407	Safco Products Company
PC68421	Spec Furniture Inc.
PC68426	Stylex, Inc.
PC68432	The HON Company
PC68438	Trendway Corporation

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: October 14, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68277	Agati, Inc.
PC68279	Allsteel, Inc.
PC68280	Alumni Classroom Furniture, Inc.
PC68294	Bush Industries, Inc.
PC68300	Commercial Furniture Group, Inc.
PC69588	Cycle Street Manufacturing, Inc. D/B/A Columbia Manufacturing
PC68315	Diversified Woodcrafts, Inc.
PC68326	Ergonom Corporation D/B/A ERG International
PC68328	Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry
PC68333	Fleetwood Group
PC68344	Haskell Office, LLC
PC68349	Hickory Business Furniture

PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC69555	Mediatechnologies, LLC
PC68402	PS Furniture, Inc.
PC68420	Spacesaver Storage Systems D/B/A Spacesaver Corporation
PC68438	Trendway Corporation
PC68434	TMC Furniture, Inc.
PC68446	Workrite Ergonomics Canada, Inc.

The Contractors listed below have updated their Contractor Information:

PC68279	Allsteel, Inc.
PC68280	Alumni Classroom Furniture, Inc.
PC68294	Bush Industries, Inc.
PC68300	Commercial Furniture Group, Inc.
PC69588	Cycle Street Manufacturing, Inc. D/B/A Columbia Manufacturing
PC68315	Diversified Woodcrafts, Inc.
PC68326	Ergonom Corporation D/B/A ERG International
PC68328	Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry
PC68333	Fleetwood Group
PC68344	Haskell Office, LLC
PC68349	Hickory Business Furniture
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC69555	Mediatechnologies, LLC
PC68402	PS Furniture, Inc.

PC68420	Spacesaver Storage Systems D/B/A Spacesaver Corporation
PC68438	Trendway Corporation
PC68434	TMC Furniture, Inc.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Contract Assignment, Price List and Contact Information Updates

DATE: September 30, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC69509	9 to 5 Seating, LLC
PC68324	ErgoFlex Systems, Inc. D/B/A Xybix Systems, Inc.
PC68332	ESI Ergonomic Solutions A Division of Fellowes, Inc.
PC68351	HLF Furniture, Inc.

The Contractors listed below have updated their Contractor Information:

PC69509	9 to 5 Seating
PC68306	DACO Limited Partnership D/B/A Dauphin North America
PC68324	ErgoFlex Systems, Inc. D/B/A Xybix Systems, Inc.
PC68332	ESI Ergonomic Solutions A Division of Fellowes, Inc.
PC69556	Nickerson NY, LLC

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Contract Assignment, Price List and Contact Information Updates

DATE: September 29, 2022 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the contract (PC68371) Leeder Furniture, LLC an Illinois Limited Liability Company has been formally assigned to Leeder Furniture, LLC a Wisconsin Limited Liability Company (PC69556). All information for Leeder Furniture has been removed from the website and new purchase orders must be addressed to Leeder Furniture, LLC. The new information is as follows:

Table with 2 columns: Contract ID (PC69556) and Contractor Information (Leeder Furniture, LLC, address, FEIN, VID).

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

Table with 2 columns: Contract ID and Contractor Name. Lists various contractors like A2S Inc., Artco-Bell Corporation, ADI Art Design International, Inc., etc.

PC68319	Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings
PC68327	Evans Consoles Incorporated
PC68330	Fairway Holdings, Inc. D/B/A Berco Furniture Solutions
PC68356	Integra, Inc.
PC68359	John Savoy & Son, Inc.
PC68361	Kaplan Early Learning Company
PC68362	Keilhauer LTD
PC68364	Kimball International Brands, Inc.
PC68367	Krueger International, Inc. D/B/A KI
PC69556	Leeder Furniture, LLC
PC68379	Metalworks, Inc. D/B/A Great Openings
PC68384	Mobilier De Bureau Logiflex, Inc.
PC68385	ModuForm, Inc.
PC68389	New England Woodcraft, Inc.
PC68399	Palmer Hamilton, LLC
PC69390	School Specialty, LLC
PC68416	SICO America, Inc.
PC68422	Special-T LLC
PC68429	Teknion, LLC
PC68436	Transformations by Wieland, Inc. D/B/A Transformations Furniture
PC68444	VS America, Inc.
PC68448	Young Equipment Solutions, Inc.

The Contractors listed below have updated their Contractor Information:

PC68274	A2S Inc.
PC68286	Artco-Bell Corporation
PC68288	ASSA Group D/B/A Enwork
PC68292	Blockhouse Company, Inc.

PC68293	Brodart Company
PC68491	CBT Supply, Inc.
PC68298	Classic Leather, Inc. D/B/A St. Timothy Chair Co.
PC68301	Community Products, LLC D/B/A Community Playthings
PC68306	DACO Limited Partnership D/B/A Dauphin North America
PC68327	Evans Consoles Incorporated
PC68330	Fairway Holdings, Inc. D/B/A Berco Furniture Solutions
PC68359	John Savoy & Son, Inc.
PC68361	Kaplan Early Learning Company
PC68362	Keilhauer LTD
PC68364	Kimball International Brands, Inc.
PC68367	Krueger International, Inc. D/B/A KI
PC69556	Leeder Furniture, LLC
PC68379	Metalworks, Inc. D/B/A Great Openings
PC68384	Mobilier De Bureau Logiflex, Inc.
PC68385	ModuForm, Inc.
PC68399	Palmer Hamilton, LLC
PC69390	School Specialty, LLC
PC68416	SICO America, Inc.
PC68422	Special-T LLC
PC68429	Teknion, LLC
PC68436	Transformations by Wieland, Inc. D/B/A Transformations Furniture
PC68444	VS America, Inc.
PC68448	Young Equipment Solutions, Inc.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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



Contract Award Notification Update

Subject: Price List and Contact Information Updates

DATE: September 21, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | ogs.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68283	Arcadia Chair Company
PC68297	Claridge Products & Equipment, Inc.
PC68316	DSI Industries, Inc. D/B/A ofgo Studios
PC68350	High Point Furniture Industries, Inc.
PC68358	Jasper Seating Company Inc. D/B/A Jasper Group, JSI, Community, Klem
PC68363	KFI Furniture
PC68372	Leland International, Inc.
PC68387	National Office Furniture, Inc.
PC68391	Nightingale Corporation
PC68397	OFS Brands, Inc.
PC68401	Paragon Furniture, LP
PC68408	Sauder Manufacturing Company D/B/A WIELAND, Sauder Education, and Butler Human Services
PC68412	Seating, Inc.
PC68421	Spec Furniture, Inc.
PC68425	Steelcase, Inc.

PC68426	Stylex, Inc.
PC68427	Swiftspace, Inc.

The Contractors listed below have updated their Contractor Information:

PC68283	Arcadia Chair Company
PC68297	Claridge Products & Equipment, Inc.
PC68316	DSI Industries, Inc. D/B/A ofgo Studios
PC68350	High Point Furniture Industries, Inc.
PC68358	Jasper Seating Company Inc. D/B/A Jasper Group, JSI, Community, Klem
PC68363	KFI Furniture
PC68372	Leland International, Inc.
PC68387	National Office Furniture, Inc.
PC68391	Nightingale Corporation
PC68397	OFS Brands, Inc.
PC68401	Paragon Furniture, LP
PC68408	Sauder Manufacturing Company D/B/A WIELAND, Sauder Education, and Butler Human Services
PC68412	Seating, Inc.
PC68421	Spec Furniture, Inc.
PC68425	Steelcase, Inc.
PC68426	Stylex, Inc.
PC68427	Swiftspace, Inc.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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



Contract Award Notification Update

Subject: Terms & Conditions Removal

DATE: September 19, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Terms and Conditions document which was previously found on the landing page for the Furniture Award has been removed.

The applicable Terms and Conditions for each Contractor can be found on the Contractor Information page located here: <https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523109ContractorPage.pdf>

You may click Contractor Information next to the applicable Contractor and the Terms and Conditions for that specific Contractor will be viewed.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Terms & Conditions & Contact Information Updates

DATE: August 30, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68385

CONTRACTOR: Knoll, Inc.

Effective immediately, the Contractor below has updated their Terms and Conditions & Contact Information Page to include missing product lines:

PC68385	Knoll, Inc.
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The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller and Contact Information Updates

DATE: August 3, 2022 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Authorized Reseller list:

Table with 2 columns: Contract ID and Contractor Name. Rows include PC68314 (Ditto Sales, Inc. D/B/A Versteel), PC68337 (Grand Rapids Chair Company), PC68379 (Metalworks Inc. D/B/A Great Openings), and PC68434 (TMC Furniture, Inc.).

Effective immediately, the Contractor below has updated their Contact Information page, as follows:

Table with 2 columns: Contract ID and Contact Information. Row for PC68293 (TMC Furniture) lists contact details for Christina Kirwin and Evan Wood.

The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for this update
https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller and Contact Information Updates

DATE: July 25, 2022 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Authorized Reseller list:

Table with 2 columns: Contract Number and Contractor Name. Rows include PC68344 (Haskell Office, LLC), PC68397 (OFS Brands, Inc.), and PC68399 (Palmer Hamilton, LLC).

Effective immediately, the Contractor below has updated their Contact Information page, as follows:

Table with 2 columns: Contract Number and Contractor Contact Information. Row includes PC68293 (Brodart Company) with contact details for Michael Zingaro and Chad Harvey.

The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for this update
https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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

PC68333	Fleetwood Group
PC68336	Global Industries Inc. D/B/A Global Furniture Group
PC69347	Herman Miller, Inc.
PC68350	High Point Furniture Industries, Inc.
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC68358	Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68362	Keilhauer LTD
PC68364	Kimball Office, Inc.
PC68367	Krueger International, Inc. D/B/A KI
PC68372	Leland International, Inc.
PC68373	Lesro Industries, Inc.
PC68374	Liat, LLC D/B/A Jasper Library Furniture
PC68379	Metalworks Inc. D/B/A Great Openings
PC68381	MiEN Company
PC68387	National Office Furniture, Inc.
PC68392	Norix Group, Inc.
PC68394	NOVA Solutions, Inc.
PC68396	Office Master, Inc.

PC68397	OFS Brands, Inc.
PC68399	Palmer Hamilton, LLC
PC68401	Paragon Furniture, LP
PC68402	PS Furniture, Inc.
PC68404	Rapp Productions Inc. D/B/A FurnitureLab
PC68407	Safco Products Company
PC68408	Sauder Manufacturing Company D/B/A Wieland, Sauder Education, and Butler Human Services
PC68412 WB SB	Seating, Inc.
PC68421	Spec Furniture Inc.
PC68422	Special-T LLC
PC68424	Stance Healthcare, Inc.
PC68427	Swfitspace, Inc.
PC68432	The HON Company
PC68438	Trendway Corporation
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List Update

DATE: July 12, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68278 **CONTRACTOR:** Allseating Corporation

The Contractors below have updated their Price Lists, effective July 12, 2022.

PC68278	Allseating Corporation
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Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Terms & Conditions, Contractor Information Page and Contact Information Updates

DATE: June 17, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC69556 **CONTRACTOR:** Nickerson NY, LLC

The Contractor below has updated their Contractor Information and Terms & Conditions, effective June 17, 2022.

PC69556	Nickerson NY, LLC
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The following product line has been removed:

- Clarin by Hussey Seating

The following product liens have been added:

- The Agility Company
- Fomcore, LLC
- Gressco Ltd
- On Source Millwork

The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List and Authorized Reseller Updates

DATE: May 31, 2022 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

The Contractor below has revised their Price List to remove some items no longer available effective May 31, 2022.

Table with 2 columns: Contract No. (PC68392) and Contractor (Norix Group, Inc.)

The Contractor below has revised their Price List effective May 31, 2022.

Table with 2 columns: Contract No. (PC68359, PC68403, PC68296) and Contractor (John Savoy & Son, Inc., R.T. London Company, Case Systems, Inc.)

Effective immediately, the Contractor below has updated their Authorized Reseller lists:

Table with 2 columns: Contract No. (PC69588) and Contractor (Cycle Street Manufacturing, D/B/A Columbia Manufacturing)

Effective immediately, the Contractor below has updated their Contact Information page, as follows:

Table with 2 columns: Contract No. (PC68315) and Contractor (Diversified Woodcrafts, Inc. with contact info)

Please see the Contract Award for this update
https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List Update

DATE: May 23, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68280

CONTRACTOR: Alumni Classroom Furniture, Inc.

The Contractor below has updated their Price List effective May 23, 2022.

PC68280	Alumni Classroom Furniture, Inc.
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Please see the Contract Award for this update

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Price List, Authorized Reseller and Main Contact Updates

DATE: May 19, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

The Contractor below has updated their Price List Effective May 18, 2022.

PC68329	F.E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
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Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC68315	Diversified Woodcrafts, Inc.
PC68422	Special-T LLC
PC68432	The HON Company

Effective immediately, the Contractor below has updated their Contact Information page, as follows:

PC68399	Palmer Hamilton, LLC Main Contact: Pamela Gannon Phone: 262-274-4914 x 919 Email: PGannon@PalmerHamilton.com
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The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller Updates

DATE: May 12, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68392 **CONTRACTOR:** Norix Group, Inc.

Effective immediately, the Contractor below has updated their Authorized Reseller lists:

PC68392	Norix Group, Inc.
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Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Price List Update – Interior Resources USA LLC

DATE: May 11, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

The Contractors below have updated their Price List Effective May 11, 2022.

PC68283	Arcadia Chair Company
PC68301	Community Products, LLC D/B/A Community Playthings
PC68348	Hertz Furniture Systems, LLC
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller Updates

DATE: May 6, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC68397	OFS Brands, Inc.
PC68429	Teknion, LLC

Please see the Contract Award for these updates

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Price List Update – Interior Resources USA LLC

DATE: April 29, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68357

CONTRACTOR: Interior Resources USA LLC

Interior Resources USA LLC (PC68357) has updated their Price List Effective April 29, 2022.

Please see the Contract Award for this update

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller Updates

DATE: April 19, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC69509	9to5 Seating LLC
PC68276	Affordable Interior Systems Inc.
PC68279	Allsteel, Inc.
PC68280	Alumni Classroom Furniture Inc.
PC68282	AmTab Manufacturing Corporation
PC68283	Arcadia Chair Company
PC68286	Artco-Bell Corporation
PC68290	Bay View Industries D/B/A Surfaceworks
PC68291	Biofit Engineered Products
PC68294	Bush Industries Inc.
PC68314	Ditto Sales Inc. D/B/A Versteel

PC68315	Diversified Woodcrafts, Inc.
PC68316	DSI, Inc. D/B/A ofgo Studios
PC68326	Ergonom Corporation D/B/A ERG International
PC68328	Exemplis LLC D/B/A SitOnIt Seating, IDOEN, Symmetry
PC68336	Global Industries Inc. D/B/A Global Furniture Group
PC68340	Groupe Lacasse, LLC
PC68350	High Point Furniture Industries, Inc.
PC68352	Humanscale Corporation
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC68364	Kimball Office, Inc.
PC68365	Knoll, Inc.
PC68366	KNU, LLC D/B/A La-Z-Boy Contract Furniture
PC68367	Krueger International, Inc. D/B/A KI
PC68368	Krug, Inc.
PC68373	Lesro Industries, Inc.
PC68379	Metalworks Inc. D/B/A Great Openings
PC68381	MiEN Company
PC68384	Mobilier DeBureau Logiflex, Inc. D/B/A Logiflex

PC68396	Office Master, Inc.
PC68401	Paragon Furniture, LP
PC68405 SB	Raynor Marketing LTD D/B/A Eurotech Seating
PC68407	Safco Products Company
PC68412 WB SB	Seating, Inc.
PC68419	Source International Corp.
PC68421	Spec Furniture Inc.
PC68422	Special-T LLC
PC68424	Stance Healthcare, Inc.
PC68426	Stylex, Inc.
PC68429	Teknion, LLC
PC68431	The Gunlocke Company LLC
PC68432	The HON Company
PC68444	VS America, Inc.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List Update – Terminal Resources, Inc.

DATE: April 4, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68433

CONTRACTOR: Terminal Resources, Inc.

Terminal Resources, Inc. (PC68433) has updated their Price List Effective April 4, 2022, with one page that was inadvertently left out (page 202).

Please see the Contract Award for this update

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List Update – Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem

DATE: March 29, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68358 **CONTRACTOR:** Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem

Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem (PC68358) has updated their Price List Effective March 29, 2022.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List Update – Indiana Furniture Industries, Inc.
D/B/A Indiana Furniture

DATE: March 28, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Rachael Smelyansky | 518-473-2961 | OGS.sm.PS_FoodFurnitureHardware@ogs.ny.gov

CONTRACT NO.: PC68354 **CONTRACTOR:** Indiana Furniture Industries, Inc. D/B/A Indiana Furniture

Indiana Furniture Industries, Inc. D/B/A Indiana Furniture (PC68354) has updated their Price List Effective March 28, 2022.

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Price List Update – NPS Public Furniture Corporation D/B/A National Public Seating

DATE: March 10, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov

CONTRACT NO.: PC68395 **CONTRACTOR:** NPS Public Furniture Corporation D/B/A National Public Seating

The Contractor listed below has updated their Price List effective March 10, 2022:

PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
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The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller, Price List, and Address Updates

DATE: March 4, 2022 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Laura Dempsey | 518-473-9825 | Laura.Dempsey@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Reseller lists:

Table with 2 columns: Contract ID and Contractor Name. Rows include PC68388 (Neutral Posture, Inc.) and PC68436 (Transformations by Wieland, Inc.).

Effective immediately, the Contractors below have updated their Price Lists:

Table with 2 columns: Contract ID and Contractor Name. Rows include PC68379 (Metalworks, Inc.) and PC68418 (Smith System Manufacturing Company).

The Contractor listed below has updated their Business Address, as follows:

Table with 2 columns: Contract ID and Contractor Information. Row includes PC68329 (F E Hale Manufacturing Company) with address and identification numbers.

The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for these updates
https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM.

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



Contract Award Notification Update

Subject: Contract Cancellation, Contact Information Page Update, and Authorized Reseller Page Update

DATE: February 22, 2022 AWARD #: 23109 GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov

CONTRACT NO.: Various CONTRACTOR: Various

Please note that the Contract for Via, Inc. (PC68442) has been cancelled effective February 22, 2022.

The Contractor listed below has updated their Contact Information page, as follows:

Table with 2 columns: Contract ID (PC68307) and Contractor Information (Darran Furniture Industries, Inc. D/B/A Darran Furniture, Main Contact: Angie Eads, Phone: 336-861-2412, Email: aeads@darran.com)

The Contractor listed below has updated their Authorized Reseller page, as follows:

Table with 2 columns: Contract ID (PC68307, PC68329) and Contractor Information (Darran Furniture Industries, Inc. D/B/A Darran Furniture; F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.)

The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for these updates https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM.

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Contract Suspension, Price List Update, and Contact Information Page Update

DATE: February 16, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov

CONTRACT NO.: Various **CONTRACTOR:** Various

Please note that the Contract for Silver Street, Inc. (PC68417) has been suspended effective February 16, 2022.

Effective immediately, the Contractor below has updated their Price List:

PC68372	Leland International, Inc.
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The Contractor listed below has updated their Contact Information page, as follows:

PC68387	National Office Furniture, Inc. Return To Work 10.1.2021 Price List removed
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The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

Questions pertaining to these changes should be directed to the OGS contract administrator listed on the Award.

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



Contract Award Notification Update

Subject: Authorized Reseller, Contact Information and Address Updates

DATE: February 11, 2022 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Laura Dempsey | 518-473-9825 | Laura.Dempsey@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractors below have updated their Authorized Reseller lists:

PC68283	Arcadia Chair Company
PC68299	Columbia Manufacturing, Inc.
PC68307	Darran Furniture Industries, Inc.
PC68389	New England Woodcraft, Inc.
PC68391	Nightingale, Inc.
PC68421	Spec Furniture, Inc.
PC68424	Stance Healthcare, Inc.

The Contractors listed below have updated their Contact Information pages, as follows:

PC68299	Columbia Manufacturing, Inc. Main Contact: Kelly Premny Phone: 413-562-3664x130 Email: kpremny@columbiamfginc.com For Orders: Angela Cooley Phone: 413-562-3664x105 Email: acooley@columbiamfginc.com
PC68336	Global Industries, Inc. For Orders: Shelly Grockenberger Phone: 856-596-3390 x2313 Email: sgrockenberger@globalfurnituregroup.com

The Contractor listed below has updated their Business Address, as follows:

PC68329	F E Hale Manufacturing Company 11206 Cosby Manor Road Utica, NY 13502 FEIN#: 15-0330340 VID#: 1000007320
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The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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



Contract Award Notification Update

Subject: Contract Suspension – Maxon Furniture, Inc.

DATE: February 3, 2022

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Laura Dempsey | 518-473-9825 | Laura.Dempsey@ogs.ny.gov

CONTRACT NO.: PC68377 **CONTRACTOR:** Maxon Furniture, Inc.

Please note that the Contract for Maxon Furniture, Inc. has been suspended effective January 31, 2022.

Please see the Contract Award Notification for this update:
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

Should you have any questions concerning this Contract Award Notification Update, please contact the contract manager using the above listed contact information.

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

PC68307 WB	Darran Furniture Industries, Inc.
PC68332	ESI Ergonomic Solutions
PC68335 SB	Furniture Pro Corporation
PC68336	Global Industries, Inc.
PC68340	Group Lacasse, LLC
PC68347	Herman Miller, Inc.
PC68352	Humanscale Corporation
PC68355 SB	Inscape
PC68356	Integra, Inc.
PC68358	Jasper Seating Co., Inc.
PC68360	JonTi-Craft, Inc.
PC68364	Kimball Office, Inc.
PC68365	Knoll, Inc.
PC68367	Krueger International, Inc.
PC68387	National Office Furniture, Inc.
PC68392	Norix Group Inc.
PC68395	NPS Public Furniture Corporation
PC68397	OFS Brands, Inc.

PC68402	PS Furniture, Inc.
PC68407	Safco Products Co.
PC68408	Sauder Manufacturing Co.
PC68412 WBSB	Seating, Inc.
PC68421	Spec Furniture Inc.
PC68424	Stance Healthcare Inc.
PC68429	Teknion, LLC
PC68432	The HON Company
PC68436	Transformations by Wieland, Inc.
PC68439	Trinity Furniture, Inc.
PC68446	Workrite Ergonomics Canada, Inc.

The Contractors listed below have updated their Contact Information pages, as follows:

PC68283	Arcadia Chair Company Main Contact: Pamela Angeles Phone: 714-562-8200x253 Email: pam@arcadiacontract.com
PC68354	Indiana Furniture Industries, Inc. Main Contact: Cathy Cherry Phone: 812-482-5727x142 Email: cathy.cherry@indianafurniture.com For Orders: Jill Persohn Phone: 812-482-5727x132 Email: jill.persohn@indianafurniture.com
PC68373	Lesro Industries, Inc. For Orders: Gina Roy Phone: 800-275-7545 x7004 Email: gina@lesro.com
PC68424	Stance Healthcare Inc. For Orders: Tracey Heimpel Phone: 519-896-2400x235 Email: tracey.h@stancehealthcare.com

The Contractor listed below has updated their Business Address:

PC68329	F E Hale Manufacturing Company 11206 Cosby Manor Road Utica, NY 13502 FEIN#: 15-0330340 VID#: 1000007320
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The following Contractor has updated their Contract Information page:

PC68358	Jasper Seating Company, Inc. 225 Clay St. Jasper IN 47547 FEIN#: 35-0420370 VID#: 1000009147
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The applicable Contractor Information and Terms and Conditions documents have been updated to reflect revised Contractor product lines and/or contact information.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Office of General Services Procurement Services

Coming Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Price List, Contact Information Page, and Authorized Reseller List Page Updates

DATE: December 20, 2021 **AWARD #:** [23109](#) **GROUP #:** 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov

CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractor below has updated their Price List. These prices will be in effect for at least one year from today’s date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68409	Scholar Craft Products, Inc.
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The Contractor listed below has updated their Contact Information page, as follows:

PC68292	Blockhouse Company, Inc. Main Contact: Jason Woolley Phone: 717-764-5555 Email: jwoolley@blockhouse.com For Orders: Hayley McKay Smith Phone: 717-764-5555 Email: hmckaysmith@blockhouse.com
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The Contractor listed below has updated their Authorized Reseller List page, as follows:

PC68292	Blockhouse Company, Inc. Contract Administrator Name: Jason Woolley Title: Controller Email: jwoolley@blockhouse.com Phone: 717-764-5555 Toll Free Phone: 800-346-1126
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Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Contract Assignment, Contact Information Page, and Authorized Reseller List Page Updates

DATE: December 15, 2021 AWARD #: 23109 GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov

CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the contract (PC68305) D3, Inc. D/B/A 9to5 Seating has been formally assigned to 9to5 Seating LLC (PC69509). All information for D3, Inc. D/B/A 9to5 Seating has been removed from the website and new purchase orders must be addressed to 9to5 Seating LLC. The new information is as follows:

Table with 2 columns: Contract ID (PC69509) and Contractor Information (9to5 Seating LLC, 3211 Jack Northrop Ave, Hawthorne, CA 90250, FEIN#: 84-3720624, VID#: 1100263571)

The Contractors listed below have updated their Contact Information pages, as follows:

Table with 2 columns: Contract ID and Contractor Information. Rows include: PC68326 (Ergonom Corporation D/B/A ERG International), PC68335 (Furniture Pro Corporation), PC68335 (Lesro Industries, Inc.), and PC68391 (Nightingale Corporation)

PC68408	Sauder Manufacturing Company D/B/A WIELAND, Sauder Education, and Butler Human Services Main Contact: Lisa Meyer Phone: 888-943-5263 ext. 1203 Email: lmeyer@wielandhealthcare.com For Orders: Lisa Meyer Phone: 888-943-5263 ext. 1203 Email: lmeyer@wielandhealthcare.com
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The Contractor listed below has updated their Authorized Reseller List page, as follows:

PC68391	Nightingale Corporation Contract Administrator Name: Anna Marto Title: Manager Bid Desk and Sales Support Email: anna@nightingalechairs.com Phone: 905-896-3434 x303 Toll Free Phone: 1-800-363-8954 x303 Emergencies: Anna Marto Title: Manager Bid Desk and Sales Support Email: anna@nightingalechairs.com Phone: 1-800-363-8954 x303
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Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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

PC68329	F.E. Hale Manufacturing Co. D/B/A Hale Manufacturing
PC68601	Foliot Furniture Pacific, Inc.
PC68350	HLF Furniture, Inc.
PC68352	Humanscale Corporation
PC68355	Inscape D/B/A Inscape Office Specialty
PC68362	Keilhauer LTD
PC68364	Kimball Office, Inc.
PC68368	Krug, Inc.
PC68373	Lesro Industries, Inc.
PC68374	Liat, LLC D/B/A Jasper Library Furniture
PC68375	Library Interiors, Inc.
PC68381	MiEN Company
PC68390	Nickerson Corporation
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68399	Palmer Hamilton, LLC
PC68404	Rapp Productions, Inc. D/B/A FurnitureLab
PC68416	Senator International, Inc. D/B/A Allermuir
PC68418	Smith System Manufacturing Company

PC68421	Spec Furniture, Inc.
PC68424	Stance Healthcare, Inc.
PC68433	Terminal Resources, Inc.
PC68439	Trinity Furniture, Inc. D/B/A Furniture Manufacturer
PC68441	United Supply Corporation
PC68446	Workrite Ergonomics Canada, Inc.

The Contractors listed below have updated their Contact Information:

PC68601	Foliot Furniture Pacific, Inc.
PC68355	Inscape D/B/A Inscape Office Specialty
PC68387	National Office Furniture, Inc.
PC68390	Nickerson Corporation
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68432	The HON Company, LLC

The Contractors listed below have updated their Authorized Reseller lists:

PC68277	Agati, Inc.
PC68283	Arcadia Chair Company
PC68291	BioFit Engineered
PC68299	Columbia Manufacturing, Inc.

PC68305	D3, Inc. D/B/A 9to5 Seating
PC68325	ErgoGenesis Workplace Solutions, LLC
PC68332	ESI Ergonomic Solutions A Division of Fellowes, Inc.
PC68340	Groupe Lacasse, LLC
PC68358	Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68363	KFI Furniture
PC68364	Kimball Office, Inc.
PC68372	Leland International, Inc.
PC68381	MiEN Company
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68401	Paragon Furniture, LP
PC68404	Rapp Productions, Inc. D/B/A FurnitureLab
PC68405	Raynor Marketing LTD D/B/A Eurotech Seating
PC68407	Safco Products Company
PC68416	Senator International, Inc. D/B/A Allermuir
PC68418	Smith System Manufacturing Company
PC68421	Spec Furniture, Inc.
PC68422	Special-T, LLC

PC68426	Stylex, Inc.
PC68444	VS America, Inc.

The Terms and Conditions document has been updated to reflect revised Contractor product lines and contact information.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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

PC68291	BioFit Engineered
PC68293	Brodart Company
PC68491	CBT Supply, Inc.
PC68297	Claridge Products & Equipment, Inc.
PC68298	Classic Leather, Inc. D/B/A St. Timothy Chair Co.
PC68301	Community Products, LLC D/B/A Community Playthings
PC68305	D3, Inc. D/B/A 9to5 Seating
PC68307	Darran Furniture Industries, Inc. D/B/A Darran Furniture
PC68308	Datum Filing Systems, Inc. D/B/A Datum Storage Solutions
PC68314	Ditto Sales, Inc. D/B/A Versteel
PC68315	Diversified Woodcrafts, Inc.
PC68319	Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings
PC68328	Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry
PC68330	Fairway Holdings, Inc. D/B/A Berco Furniture Solutions
PC68333	Fleetwood Group, Inc.
PC68335	Furniture Pro Corporation
PC68336	Global Industries, Inc. D/B/A Global Furniture Group
PC68340	Groupe Lacasse, LLC

PC68344	Haskell Office, LLC
PC68345	Haworth, Inc.
PC68347	Herman Miller, Inc.
PC68348	Hertz Furniture Systems, LLC
PC68349	Hickory Business Furniture, LLC
PC68350	High Point Furniture Industries, Inc.
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC68356	Integra, Inc.
PC68357	Interior Resources USA, LLC
PC68358	Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68359	John Savoy & Son, Inc.
PC68326	Kaplan Early Learning Company
PC68365	Knoll, Inc.
PC68369	Lakeshore Equipment Company D/B/A Lakeshore Learning Materials
PC68371	Leeder Furniture, LLC
PC68372	Leland International, Inc.
PC68377	Maxon Furniture, Inc.

PC68379	Metalworks, Inc. D/B/A Great Openings
PC68383	Mity Lite, Inc.
PC68384	Mobilier De Bureau Logiflex, Inc. D/B/A Logiflex
PC68385	ModuForm, Inc.
PC68387	National Office Furniture, Inc.
PC68388	Neutral Posture, Inc.
PC68389	New England Woodcraft, Inc.
PC68391	Nightingale Corporation
PC68392	Norix Group, Inc.
PC68394	NOVA Solutions, Inc.
PC68396	Office Master, Inc.
PC68397	OFS Brands, Inc.
PC68400	Palmieri Furniture Limited
PC68401	Paragon Furniture, LP
PC68402	PS Furniture, Inc.
PC68405	Raynor Marketing LTD D/B/A Eurotech Seating
PC68407	Safco Products Company
PC68408	Sauder Manufacturing Company D/B/A WIELAND, Sauder Education, and Butler Human Services

PC68411	School Outfitters, LLC D/B/A School Outfitters
PC69390	School Specialty, LLC
PC68412	Seating, Inc.
PC68414	Sedia Systems, Inc. D/B/A Sedia Systems
PC68417	Silver Street, Inc.
PC68420	Spacesaver Storage Systems D/B/A Spacesaver Corporation
PC68419	Source International Corp.
PC68422	Special-T, LLC
PC68425	Steelcase, Inc.
PC68427	Swiftspace, Inc.
PC68429	Teknion, LLC
PC68430	Tesco Industries, LP
PC68431	The Gunlocke Company, LLC
PC68432	The HON Company, LLC
PC68436	Transformations by Wieland, Inc. D/B/A Transformations Furniture
PC68440	Tristate Apartment Furnishers, LLC
PC68444	VS America, Inc.
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench

PC68448	Young Equipment Solutions, Inc.
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The Contractors listed below have updated their Contact Information:

PC68276	Affordable Interior Systems Inc.
PC68279	Allsteel, Inc.
PC68328	Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry
PC68340	Groupe Lacasse, LLC
PC68347	Herman Miller, Inc.
PC68349	Hickory Business Furniture, LLC
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC68365	Knoll, Inc.
PC68372	Leland International, Inc.
PC68377	Maxon Furniture, Inc.
PC68388	Neutral Posture, Inc.
PC68425	Steelcase, Inc.
PC68431	The Gunlocke Company, LLC
PC68432	The HON Company, LLC
PC68444	VS America, Inc.
PC68448	Young Equipment Solutions, Inc.

The Contractors listed below have updated their Authorized Reseller lists:

PC68280	Alumni Classroom Furniture, Inc.
PC68281	Amcase, Inc.
PC68282	AmTab Manufacturing
PC68305	D3, Inc. D/B/A 9to5 Seating
PC68316	DSI, Inc. D/B/A ofgo Studios
PC68333	Fleetwood Group, Inc.
PC68336	Global Industries, Inc. D/B/A Global Furniture Group
PC68344	Haskell Office, LLC
PC68345	Haworth, Inc.
PC68350	High Point Furniture Industries, Inc.
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture
PC68356	Integra, Inc.
PC68362	Keilhauer LTD
PC68368	Krug, Inc.
PC68373	Lesro Industries, Inc.
PC68387	National Office Furniture, Inc.
PC68389	New England Woodcraft, Inc.

PC68394	NOVA Solutions, Inc.
PC68397	OFS Brands, Inc.
PC68400	Palmieri Furniture Limited
PC68402	PS Furniture, Inc.
PC68412	Seating, Inc.
PC68425	Steelcase, Inc.
PC68429	Teknion, LLC

The Terms and Conditions document has been updated to reflect revised Contractor product lines and contact information.

The How to Use document has been revised to reflect the next Authorized Reseller period.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Price List Update

DATE: August 4, 2021

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov

CONTRACT NO.: PC68414 **CONTRACTOR:** Sedia Systems, Inc. D/B/A Sedia Systems

Effective immediately, the Contractor below has updated their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68414	Sedia Systems, Inc. D/B/A Sedia Systems
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Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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



Contract Award Notification Update

Subject: Contact Information and Authorized Reseller Updates

DATE: July 30, 2021 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

The Contractors listed below has updated their Contact Information, as follows:

Table with 2 columns: Contract ID and Contractor Contact Information. Rows include PC68385 (ModuForm, Inc.) and PC68421 (Spec Furniture, Inc.).

The Contractors listed below have updated their Authorized Reseller lists:

Table with 2 columns: Contract ID and Authorized Reseller Name. Rows include PC68276 (Affordable Interior Systems, Inc.), PC68277 (Agati, Inc.), PC68332 (ESI Ergonomic Solutions), PC68352 (Humanscale Corporation), and PC68362 (Keilhauer LTD).

PC68438	Trendway Corporation
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Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Subject: Contract Assignment and Various Updates

DATE: July 16, 2021 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the contract (PC68410) School Specialty, Inc. has been formally assigned to School Specialty, LLC (PC69390). All information for School Specialty, Inc. has been removed from the website and new purchase orders must be addressed to School Specialty, LLC. The new information is as follows:

Table with 2 columns: Contract ID (PC69390) and Contractor Information (School Specialty, LLC, 100 Paragon Parkway, Mansfield, OH 44903, FEIN#: 85-2162684, VID#: 1100257675)

Effective immediately, the Contractors below have updated their Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

Table with 2 columns: Contract ID (PC68316, PC68348, PC68417) and Contractor Name (DSI, Inc. D/BA ofgo Studios, Hertz Furniture Systems, LLC, Silver Street, Inc.)

The Contractor listed below has updated their Contact Information, as follows:

Table with 2 columns: Contract ID (PC68387) and Contractor Information (National Office Furniture, Inc., Main Contact: Leanna Bechtel, Phone: 812-634-3013, Email: leanna.bechtel@kimballinternational.com, For Orders: orders@nationalofficefurniture.com, Phone: 800-482-1213, Email: governmentsupport@kimballinternational.com)

The Contractors listed below have updated their Authorized Reseller lists:

PC68280	Alumni Classroom Furniture, Inc.
PC68288	ASSA Group D/B/A Enwork
PC68290	Bay View Industries D/B/A Surfaceworks
PC68294	Bush Industries, Inc.
PC68296	Case Systems, Inc.
PC68297	Claridge Products & Equipment, Inc.
PC68299	Columbia Manufacturing, Inc.
PC68314	Ditto Sales, Inc. D/B/A Versteel
PC68328	Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry
PC68340	Groupe Lacasse, LLC
PC68363	KFI Furniture
PC68374	Liat, LLC D/B/A Jasper Library Furniture
PC68379	Metalworks, Inc. D/B/A Great Openings
PC68383	Mity Lite, Inc.
PC68387	National Office Furniture, Inc.
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68396	Office Master, Inc.
PC68397	OFS Brands, Inc.
PC68399	Palmer Hamilton, LLC
PC68401	Paragon Furniture, LP
PC68412	Seating, Inc.
PC68417	Silver Street, Inc.
PC68439	Trinity Furniture, Inc. D/B/A Furniture Manufacturer

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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



Contract Award Notification Update

Subject: Price List Update

DATE: July 9, 2021

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Bradford Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov

CONTRACT NO.: PC68381 **CONTRACTOR:** MiEN Company

Effective immediately, the Contractor below has updated their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68381	MiEN Company
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Please see the Contract Award for this update.

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

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



Contract Award Notification Update

Subject: Contract Administrator Change and Various Updates and Revisions

DATE: April 26, 2021 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Brad Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately Brad Deforge is the new Contract Administrator for Award 23109:

Brad Deforge | 518-473-3876 | bradford.deforge@ogs.ny.gov

Please note that the Endura, LLC has changed their company name to Concept Seating Government LLC, effective immediately:

The contract number and New York State Vendor ID number remain unchanged:

Table with 2 columns: Contract Number (PC68321) and Contractor Name (Concept Seating Government LLC)

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

Table with 2 columns: Contract Number and Contractor Name. Includes entries for PC68299 (Columbia Manufacturing Inc.), PC68321 (Concept Seating Government LLC), PC68358 (Jasper Seating Co. Inc.), PC68401 (Paragon Furniture LP), and PC68433 SB (Terminal Resources Inc.).

The Contractors listed below have updated their Contact Information:

PC68321	Concept Seating Government LLC
PC68354	Indiana Furniture Industries Inc. D/B/A Indiana Furniture
PC68367	Krueger International Inc. D/B/A KI
PC68397	OFS Brands Inc.
PC68444	VS America Inc.

The Contractors listed below have updated their Authorized Reseller lists:

PC68274	A2S Inc.
PC68276	Affordable Interior Systems Inc.
PC68277	Agati Inc.
PC68278	Allseating Corporation
PC68279	Allsteel Inc.
PC68280	Alumni Classroom Furniture Inc.
PC68282	AmTab Manufacturing Corporation
PC68283	Arcadia Chair Company
PC68291	Biofit Engineered Products
PC68297	Claridge Products & Equipment Inc.
PC68321	Concept Seating Government LLC
PC68305	D3 Inc. D/B/A 9to5 Seating
PC68306	DACO Limited Partnership D/B/A Dauphin North America

PC68307	Darran Furniture Industries Inc. D/B/A Darran Furniture
PC68314	Ditto Sales Inc. D/B/A Versteel
PC68316	DSI Inc. D/B/A ofgo Studios
PC68319 SB	Eminence Group Inc. D/B/A Colecraft Commercial Furnishings
PC68326	Ergonom Corporation D/B/A ERG International
PC68327	Evans Consoles Incorporated
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry
PC68330	Fairway Holdings Inc. D/B/A Berco Furniture Solutions
PC68333	Fleetwood Group
PC68340	Groupe Lacasse LLC
PC68344	Haskell Office LLC
PC68349	Hickory Business Furniture
PC68350	High Point Furniture Industries Inc.
PC68352	Humanscale Corporation
PC68354	Indiana Furniture Industries Inc. D/B/A Indiana Furniture
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68360	JonTi-Craft Inc.
PC68362	Keilhauer LTD
PC68363	KFI Furniture

PC68366	KNU LLC D/B/A La-Z-Boy Contract Furniture
PC68368	Krug Inc.
PC68373	Lesro Industries Inc.
PC68374	Liat LLC D/B/A Jasper Library Furniture
PC68377	Maxon Furniture Inc.
PC68379	Metalworks Inc. D/B/A Great Openings
PC68381	MiEN Company
PC68383	Mity Lite Inc.
PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex
PC68385	ModuForm Inc.
PC68388 WBE	Neutral Posture Inc.
PC68392	Norix Group Inc.
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68396	Office Master Inc.
PC68399	Palmer Hamilton LLC
PC68401	Paragon Furniture LP
PC68405 SB	Raynor Marketing LTD D/B/A Eurotech Seating
PC68407	Safco Products Company
PC68412 WBE SB	Seating Inc.

PC68414	Sedia Systems Inc. D/B/A Sedia Systems
PC68415	Senator International Inc. D/B/A Allermuir
PC68419	Source International
PC68422	Special-T LLC
PC68426	Stylex Inc.
PC68427	Swiftspace Inc.
PC68433 SB	Terminal Resources Inc.
PC68431	The Gunlocke Company LLC
PC68432	The HON Company
PC68436	Transformations by Wieland Inc. D/B/A Transformations Furniture
PC68438	Trendway Corporation

Roberts Office Interiors, Inc. WBE status was previously removed from the following Contractors Authorized Reseller lists. Their WBE status is now noted:

PC68290	Bay View Industries Inc. D/B/A Surfaceworks
PC68294	Bush Industries Inc.
PC68298	Classic Leather Inc. D/B/A St. Timothy Chair Co.
PC68332	ESI Ergonomic Solutions, A Division of Fellowes Inc.
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
PC68336	Global Industries Inc. D/B/A Global Furniture Group
PC68342	Hancock and Moore LLC D/B/A Cabot Wrenn

PC68353	IMF Solutions LLC D/B/A Invincible Office Furniture Solutions
PC68364	Kimball Office Inc.
PC68372	Leland International Inc.
PC68391	Nightingale Corporation
PC68397	OFS Brands Inc.
PC68408	Sauder Manufacturing Company D/B/A WIELAND Sauder Education and Butler Human Services
PC68421	Spec Furniture Inc.
PC68429	Teknion LLC
PC68439 MBE	Trinity Furniture Inc. D/B/A Furniture Manufacturer
PC68442	Via Inc.
PC68446	Workrite Ergonomics Canada Inc.

The Terms and Conditions document has been updated to reflect revised Contractor product lines and contact information.

The Category Matrix has been updated to reflect the Contractor name change for PC68321.

The How to Use document has been revised to reflect the next Authorized Reseller period.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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

PC68314	Ditto Sales Inc. D/B/A Versteel
PC68332	ESI Ergonomic Solutions, A Division of Fellowes Inc.
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
PC68336	Global Industries Inc. D/B/A Global Furniture Group
PC68340	Groupe Lacasse LLC
PC68350	High Point Furniture Industries Inc.
PC68353	IMF Solutions LLC D/B/A Invincible Office Furniture Solutions
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68366	KNU LLC D/B/A La-Z-Boy Contract Furniture
PC68391	Nightingale Corporation
PC68396	Office Master Inc.
PC68407	Safco Products Company
PC68408	Sauder Manufacturing Company D/B/A WIELAND Sauder Education and Butler Human Services
PC68421	Spec Furniture Inc.
PC68429	Teknion LLC

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>.

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



Contract Award Notification Update

Price List Updates, Contact Information Updates,
Subject: Updated Terms and Conditions, Change in
Authorized Reseller MBWE Status

DATE: February 22, 2021 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

Table with 2 columns: Contract No. (PC68332) and Contractor (ESI Ergonomic Solutions, A Division of Fellowes Inc.)

The Contractors listed below have updated their Contact Information:

Table with 2 columns: Contract No. (PC68372, PC68373, PC68384) and Contractor (Leland International Inc., Lesro Industries Inc., Mobilier De Bureau Logiflex Inc. D/B/A Logiflex)

Roberts Office Equipment is no longer a NYS-certified MWBE. The Contractors listed below have updated their Authorized Reseller lists to reflect this change in status:

Table with 2 columns: Contract No. (PC68278, PC68281, PC68283, PC68288) and Contractor (Allseating Corporation, Amcase Inc., Arcadia Chair Company, ASSA Group Inc. D/B/A Enwork)

PC68290	Bay View Industries Inc. D/B/A Surfaceworks
PC68291	Biofit Engineered Products
PC68294	Bush Industries Inc.
PC68297	Claridge Products & Equipment Inc.
PC68298	Classic Leather Inc. D/B/A St. Timothy Chair Co.
PC68305	D3 Inc. D/B/A 9to5 Seating
PC68306	DACO Limited Partnership D/B/A Dauphin North America
PC68307 WBE	DARRAN Furniture Industries Inc. D/B/A Darran Furniture
PC68314	Ditto Sales Inc. D/B/A Versteel
PC68316	DSI Inc. D/B/A ofgo Studios
PC68326	Ergonom Corporation D/B/A ERG International
PC68332	ESI Ergonomic Solutions, A Division of Fellowes Inc.
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
PC68330	Fairway Holdings Inc. D/B/A Berco Furniture Solutions
PC68336	Global Industries Inc. D/B/A Global Furniture Group
PC68340	Groupe Lacasse LLC
PC68342	Hancock and Moore LLC D/B/A Cabot Wrenn

PC68349	Hickory Business Furniture
PC68350	High Point Furniture Industries Inc.
PC68352	Humanscale Corporation
PC68353	IMF Solutions LLC D/B/A Invincible Office Furniture Solutions
PC68354	Indiana Furniture Industries Inc. D/B/A Indiana Furniture
PC68356	Integra Inc.
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68364	Kimball Office Inc.
PC68366	KNU LLC D/B/A La-Z-Boy Contract Furniture
PC68367	Krueger International Inc. D/B/A KI
PC68368	Krug Inc.
PC68373	Lesro Industries Inc.
PC68379	Metalworks Inc. D/B/A Great Openings
PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex
PC68385	ModuForm Inc.
PC68387	National Office Furniture Inc.
PC68391	Nightingale Corporation
PC68396	Office Master Inc.
PC68397	OFS Brands Inc.

PC68402	PS Furniture Inc.
PC68407	Safco Products Company
PC68408	Sauder Manufacturing Company D/B/A WIELAND Sauder Education and Butler Human Services
PC68412 WBE SB	Seating Inc.
PC68415	Senator International Inc. D/B/A Allermuir
PC68419	Source International
PC68421	Spec Furniture Inc.
PC68422	Special-T LLC
PC68424	Stance Healthcare Inc.
PC68426	Stylex Inc.
PC68429	Teknion LLC
PC68439 MBE	Trinity Furniture Inc. D/B/A Furniture Manufacturer
PC68431	The Gunlocke Company LLC
PC68442	Via Inc.
PC68446	Workrite Ergonomics Canada Inc.

The Terms and Conditions document has been updated to reflect revised Contractor product lines and contact information.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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

The Contractors listed below have updated their Authorized Reseller lists:

PC68276	Affordable Interior Systems Inc.
PC68277	Agati Inc.
PC68278	Allseating Corporation
PC68283	Arcadia Chair Company
PC68290	Bay View Industries Inc. D/B/A Surfaceworks
PC68291	Biofit Engineered Products
PC68297	Claridge Products & Equipment Inc.
PC68299	Columbia Manufacturing Inc.
PC68315	Diversified Woodcrafts Inc.
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
PC68336	Global Industries Inc. D/B/A Global Furniture Group
PC68340	Groupe Lacasse LLC
PC68342	Hancock and Moore LLC D/B/A Cabot Wrenn
PC68349	Hickory Business Furniture
PC68351	HLF Furniture Inc.
PC68352	Humanscale Corporation
PC68355	Inscape D/B/A Inscape Office Specialty

PC68356	Integra Inc.
PC68362	Keilhauer LTD
PC68365	Knoll Inc.
PC68368	Krug Inc.
PC68375	Library Interiors Inc.
PC68379	Metalworks Inc. D/B/A Great Openings
PC68385	ModuForm Inc.
PC68389	New England Woodcraft Inc.
PC68399	Palmer Hamilton LLC
PC68401	Paragon Furniture LP
PC68404	Rapp Productions Inc. D/B/A FurnitureLab
PC68418	Smith System Manufacturing Company
PC68431	The Gunlocke Company LLC
PC68440	Tristate Apartment Furnishers LLC
PC68444	VS America Inc.

The How to Use document has been updated to reflect the revised Authorized Reseller Update periods.

The Terms and Conditions document has have been updated to reflect revised Contractor product lines and contact information.

Please see the Contract Award for these updates
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> .

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



Contract Award Notification Update

Price List Updates, Contact Information Updates,
Subject: Updated Authorized Reseller Lists, Updated Terms and Conditions, Updated How to Use

DATE: December 9, 2020 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

Table with 2 columns: Contract ID and Contractor Name. Rows include PC68491 (CBT Supply Inc. D/B/A SMARTDesks), PC68303 (Computer Comforts), PC68390 WBE SB (Nickerson Corporation), and PC68399 (Palmer Hamilton LLC).

The Contractors listed below have updated their Contact Information:

Table with 2 columns: Contract ID and Contractor Name. Rows include PC68390 WBE SB (Nickerson Corporation), PC68399 (Palmer Hamilton LLC), and PC68433 SB (Terminal Resources Inc.).

The Contractors listed below have updated their Authorized Reseller Lists:

Table with 2 columns: Contract ID and Authorized Reseller Name. Row includes PC68354 (Indiana Furniture Industries Inc. D/B/A Indiana Furniture).

PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex
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The Terms and Conditions have updated to reflect revised Contractor product lines and contact information.

The How to Use document has been updated to reflect clarifications for submitting sales reports and price lists.

Please see the Contractor Information Page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523109ContractorPage.pdf>
All other terms and conditions of the contract remain the same.



Contract Award Notification Update

Price List Updates, Contact Information Updates, Subject: Updated Authorized Reseller Lists, Updated Terms and Conditions

DATE: November 20, 2020 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC68282	AmTab Manufacturing Corporation
PC68299	Columbia Manufacturing Inc.
PC68303	Computer Comforts
PC68316	DSI Inc. D/B/A ofgo Studios
PC68332	ESI Ergonomic Solutions, A Division of Fellowes Inc.
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry
PC68333	Fleetwood Group
PC68335 SB	Furniture Pro Corporation
PC68340	Groupe Lacasse LLC
PC68364	Kimball Office Inc.

PC68365	Knoll Inc.
PC68366	KNU LLC D/B/A La-Z-Boy Contract Furniture
PC68367	Krueger International Inc. D/B/A KI
PC68372	Leland International Inc.
PC68375	Library Interiors Inc.
PC68377	Maxon Furniture Inc.
PC68382	Mitchell Furniture Systems Inc.
PC68388 WBE	Neutral Posture Inc.
PC68390 WBE SB	Nickerson Corporation
PC68392	Norix Group Inc.
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68397	OFS Brands Inc.
PC68402	PS Furniture Inc.
PC68411	Schoolhouse Outfitters LLC D/B/A School Outfitters
PC68416	SICO America Inc.
PC68420	Spacesaver Storage Systems D/B/A Spacesaver Corporation
PC68421	Spec Furniture Inc.
PC68425	Steelcase Inc.

PC68430	Tesco Industries LP
PC68431	The Gunlocke Company LLC
PC68438	Trendway Corporation
PC68439 MBE	Trinity Furniture Inc. D/B/A Furniture Manufacturer

The Contractors listed below have updated their Contact Information:

PC68299	Columbia Manufacturing Inc.
PC68340	Groupe Lacasse LLC
PC68392	Norix Group Inc.
PC68425	Steelcase Inc.
PC68431	The Gunlocke Company LLC

The Contractors listed below have updated their Authorized Reseller Lists:

PC68283	Arcadia Chair Company
PC68297	Claridge Products & Equipment Inc.
PC68354	Indiana Furniture Industries Inc. D/B/A Indiana Furniture
PC68392	Norix Group Inc.
PC68424	Stance Healthcare Inc.

The Terms and Conditions have updated to reflect revised Contractor product lines.

Please see the Contractor Information Page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523109ContractorPage.pdf>
 All other terms and conditions of the contract remain the same.

PC68345	Haworth Inc.
PC68349	Hickory Business Furniture
PC68352	Humanscale Corporation
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68364	Kimball Office Inc.
PC68367	Krueger International Inc. D/B/A KI
PC68373	Lesro Industries Inc.
PC68374	Liat LLC D/B/A Jasper Library Furniture
PC68379	Metalworks Inc. D/B/A Great Openings
PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex
PC68385	ModuForm Inc.
PC68387	National Office Furniture Inc.
PC68390 WBE SB	Nickerson Corporation
PC68391	Nightingale Corporation
PC68392	Norix Group Inc.
PC68394	NOVA Solutions Inc.
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68397	OFS Brands Inc.
PC68401	Paragon Furniture LP
PC68402	PS Furniture Inc.
PC68405 SB	Raynor Marketing LTD D/B/A Eurotech Seating
PC68407	Safco Products Company
PC68412 WBE SB	Seating Inc.
PC68414	Sedia Systems Inc. D/B/A Sedia Systems

PC68418	Smith System Manufacturing Company
PC68421	Spec Furniture Inc.
PC68422	Special-T LLC
PC68424	Stance Healthcare Inc.
PC68432	The HON Company
PC68438	Trendway Corporation
PC68444	VS America Inc.

In addition, the Authorized Reseller List Quarterly Submittal Due Dates chart within the How to Use document has been updated to reflect that the October 2020 updates have been completed.

Please see the revised Contract Award Notification for these updates.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Price List Updates, Contact Information Updates, Updated Terms and Conditions

DATE: October 28, 2020

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract. Price List update reviews are currently ongoing.

PC68348	Hertz Furniture Systems LLC
PC68350	High Point Furniture Industries Inc.
PC68432	The HON Company
PC68352	Humanscale Corporation
PC68357 SB	Interior Resources USA LLC
PC68359	John Savoy & Son Inc.
PC68362	Keilhauer LTD
PC68412 WBE SB	Seating Inc.
PC68416	SICO America Inc.
PC68417	Silver Street Inc.
PC68418	Smith System Manufacturing Company

PC68422	Special-T LLC
PC68424	Stance Healthcare Inc.
PC68426	Stylex Inc.
PC68429	Teknion LLC
PC68433 SB	Terminal Resources Inc.
PC68434	TMC Furniture Inc.
PC68440	Tristate Apartment Furnishers LLC
PC68441 SB	United Supply Corporation
PC68442	Via Inc.
PC68444	VS America Inc.
PC68445	WB Manufacturing LLC
PC68448	Young Equipment Solutions Inc.

The Contractors listed below have updated their Contact Information:

PC68432	The HON Company
PC68441 SB	United Supply Corporation
PC68442	Via Inc.
PC68448	Young Equipment Solutions Inc.

The Terms and Conditions have updated to reflect revised Contractor product lines.

Please see the Contractor Information Page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523109ContractorPage.pdf>
 All other terms and conditions of the contract remain the same.



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Updates, Contact Information Updates, Updated Terms and Conditions

DATE: October 23, 2020

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract. Price List update reviews are currently ongoing.

PC68283	Arcadia Chair Company
PC68293	Brodart Company
PC68333	Fleetwood Group
PC68601	Foliot Furniture Pacific Inc.
PC68336	Global Industries Inc.
PC68344	Haskell Office LLC
PC68345	Haworth Inc.
PC68347	Herman Miller Inc.
PC68349	Hickory Business Furniture
PC68354	Indiana Furniture Industries Inc.

PC68355	Inscape D/B/A Inscape Office Specialty
PC68356	Integra Inc.
PC68358	Jasper Seating Co. Inc.
PC68361	Kaplan Early Learning Company
PC68363	KFI Furniture
PC68369	Lakeshore Equipment Company
PC68383	Mity Lite Inc.
PC68385	ModuForm Inc.
PC68387	National Office Furniture Inc.
PC68389	New England Woodcraft Inc.
PC68391	Nightingale Corporation
PC68394	NOVA Solutions Inc.
PC68399	Palmer Hamilton LLC
PC68407	Safco Products Company
PC68408	Sauder Manufacturing Company D/B/A WIELAND Sauder Education and Butler Human Services
PC68410	School Specialty Inc.

The Contractors listed below have updated their Contact Information:

PC68601	Foliot Furniture Pacific Inc.
PC68345	Haworth Inc.

PC68347	Herman Miller Inc.
PC68349	Hickory Business Furniture
PC68355	Inscape D/B/A Inscape Office Specialty
PC68356	Integra Inc.

The Terms and Conditions have updated to reflect revised Contractor product lines and percent discounts from list.

Please see the Contractor Information Page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523109ContractorPage.pdf>
All other terms and conditions of the contract remain the same.



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Updates, Contact Information Updates, Updated Terms and Conditions

DATE: October 20, 2020

AWARD #: [23109](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. These prices will be in effect for at least one year from today's date. Please note that only Price Lists posted on the OGS website are approved under the Contract. Price List update reviews are currently ongoing.

PC68274	A2S Inc.
PC68276	Affordable Interior Systems Inc.
PC68277	Agati Inc.
PC68278	Allseating Corporation
PC68279	Allsteel Inc.
PC68283	Arcadia Chair Company
PC68284	Arconas Corporation
PC68285	Art Design International
PC68287	Artopex Inc.
PC68288	ASSA Group Inc.
PC68290	Bay View Industries Inc.

PC68291	Biofit Engineered Products
PC68292	Blockhouse Company Inc.
PC68294	Bush Industries Inc.
PC68491	CBT Supply Inc. D/B/A SMARTDesks
PC68301	Community Products LLC
PC68303	Computer Comforts
PC68305	D3 Inc.
PC68314	Ditto Sales Inc.
PC68319 SB	Eminence Group Inc.
PC68323	Ergo Industrial Seating Systems Inc.
PC68325	ErgoGenesis Workplace Solutions LLC
PC68326	Ergonom Corporation D/B/A ERG International
PC68327	Evans Consoles Incorporated
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.

The Contractors listed below have updated their Contact Information:

PC68278	Allseating Corporation
PC68279	Allsteel Inc.
PC68283	Arcadia Chair Company

PC68326	Ergonom Corporation D/B/A ERG International
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry

The Terms and Conditions have updated to reflect revised Contractor product lines and percent discounts from list.

Please see the Contractor Information Page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523109ContractorPage.pdf>
All other terms and conditions of the contract remain the same.



Contract Award Notification Update

Subject: Contractor Name Change

DATE: September 16, 2020 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: PC68433 **CONTRACTOR:** Thompson Contract, Inc.

Please note that the Contractor listed below has changed their name and address, effective immediately.

PC68433 SBE	Thompson Contract, Inc.
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The new name and address are as follows; the contract number and New York State Vendor ID number remains unchanged:

PC68433 SBE	Terminal Resources, Inc. 233 Wall Street, Suite 300 Huntington NY 11743
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Please see the revised Contract Award Notification for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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



Contract Award Notification Update

Subject: Contract Assignment – Encore Seating, Inc.

DATE: September 01, 2020 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: PC68320 **CONTRACTOR:** Encore Seating, Inc.

Please note that the Contract listed below has been assigned, effective immediately:

PC68320	Encore Seating, Inc.
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The contract for Encore Seating, Inc. (PC68320) has been assigned to Arcadia Chair, Company. (PC68283). Arcadia Chair Company will assume all warranty claims and related services for Encore Seating furniture. This assignment is effective immediately. Encore Seating’s contract, PC68320 is no longer in effect.

Please see the revised Contract Award Notification for these updates.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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



Contract Award Notification Update

Authorized Reseller List Update, Contact Information Updates, Contract Number Correction, Updated How to Use

DATE: July 30, 2020 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

The following changes are effective immediately:

The Contractor below has revised their Authorized Reseller List:

Table with 2 columns: Contract ID (PC68405 SB) and Contractor (Raynor Marketing LTD D/B/A Eurotech Seating)

Ergonom Corporation has revised their Emergency Contact information, as follows:

Table with 2 columns: Contract ID (PC68326) and Contractor (Ergonom Corporation D/B/A ERG International). Includes contact details for Cheri Beverly.

Darran Furniture Industries, Inc. has revised their Emergency Contact information, as follows:

Table with 2 columns: Contract ID (PC68307 WBE) and Contractor (DARRAN Furniture Industries Inc. D/B/A Darran Furniture). Includes contact details for Eric McDonald.

The Authorized Reseller List Quarterly Submittal Due Dates chart within the How to Use document has been updated to reflect the April 2020 and July 2020 updates have been completed.

In addition, the contract number on Endura, LLC's pricelist has been corrected from PC66562 to PC68321.

Please see the revised Contract Award Notification for these updates. https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm

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



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Contract Award Notification Update

Authorized Reseller Updates, Updated Terms and
Subject: Conditions, Updated Contractor Information,
Revised How to Use

DATE: July 21, 2020 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Reseller Lists.
The next period to revise Authorized Reseller lists will be from October 1, 2020 to October 15, 2020.

Table with 2 columns: Contract ID and Contractor Information. Rows include PC68276 (Affordable Interior Systems Inc.), PC68277 (Agati Inc.), PC68278 (Allseating Corporation), PC68280 (Alumni Classroom Furniture Inc.), PC68281 (Amcase Inc.), and PC68283 (Arcadia Chair Company).

PC68288	ASSA Group Inc. D/B/A Enwork 12900 Christopher Drive Lowell MI 49331 FEIN#: 20-4467006 VID#: 1100081192
PC68290	Bay View Industries Inc. D/B/A Surfaceworks 7821 South 10th Street Oak Creek WI 53154 FEIN#: 39-0874653 VID#: 1100210979
PC68292	Blockhouse Company Inc. 3285 Farmtrail Road York PA 17406 FEIN#: 23-2105251 VID#: 1000008906
PC68294	Bush Industries Inc. One Mason Drive Jamestown NY 14702 FEIN#: 16-0837346 VID#: 1100044518
PC68297	Claridge Products & Equipment Inc. 601 Hwy 62-65 South Harrison AR 72601-6148 FEIN#: 71-0302078 VID#: 1100005935
PC68306	DACO Limited Partnership D/B/A Dauphin North America 100 Fulton Street Boonton NJ 07005 FEIN#: 22-3258679 VID#: 1000008829
PC68308	Datum Filing Systems Inc. D/B/A Datum Storage Solutions 89 Church Road Emigsville PA 17318 FEIN#: 11-2156739 VID#: 1000005608
PC68320	Encore Seating Inc. 5692 Fresca Drive LaPalma CA 90623 FEIN#: 33-0822878 VID#: 1100041214
PC68321	Endura LLC 3205 N 124 th St Brookfield WI 53029 FEIN#: 32-0395327 VID#: 1100110325
PC68326	Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard CA 93030 FEIN#: 95-3669370 VID#: 1000009824

PC68332	ESI Ergonomic Solutions, A Division of Fellowes Inc. 4030 E. Quenton Drive Mesa AZ 82515 FEIN#: 36-0770670 VID#: 1000031405
PC68327	Evans Consoles Incorporated 1577 Spring Hill Road Suite 110 Vienna VA 22182 FEIN#: 93-1118833 VID#: 1000049176
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry 6415 Katella Avenue Cypress CA 90630 FEIN#: 33-0697684 VID#: 1000009099
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co. 120 Benson Pl. Frankfort NY 13340 FEIN#: 15-0330340 VID#: 1000007320
PC68336	Global Industries Inc. D/B/A Global Furniture Group 17 West Stow Road Marlton NJ 08053 FEIN#: 52-0953534 VID#: 1000009419
PC68337	Grand Rapids Chair Company 1250 84 th Street SW Byron Center MI 49315 FEIN#: 38-3249793 VID#: 1100050280
PC68342	Hancock and Moore LLC D/B/A Cabot Wrenn 401 11 th Street NW Hickory NC 28601 FEIN#: 38-3974409 VID#: 1100157766
PC68344	Haskell Office LLC 273 Montgomery Avenue Bala Cynwyd PA 19004 FEIN#: 45-0468701 VID#: 1100042574
PC68349	Hickory Business Furniture 900 12th Street Drive NW Hickory NC 28601 FEIN#: 74-3255576 VID#: 1000034325
PC68350	High Point Furniture Industries Inc. 1104 Bedford Street High Point NC 27263 FEIN#: 56-0671724 VID#: 1000009499

PC68355	<p>Inscape D/B/A Inscape Office Specialty 221 Lister Avenue Falconer NY 14733 FEIN#: 51-0391804 VID#: 1000009402</p>
PC68358	<p>Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem 225 Clay St. Jasper Indiana 47547-0231 FEIN#: 35-0420370 VID#: 1000009147</p>
PC68362	<p>Keilhauer LTD 1450 Birchmount Road Toronto Ontario M1P2E3 Canada FEIN#: 98-1064108 VID#: 1100117545</p>
PC68364	<p>Kimball Office Inc. 1600 Royal St Jasper IN 47549 FEIN#: 35-1688210 VID#: 1000009156</p>
PC68367	<p>Krueger International Inc. D/B/A KI 1330 Bellevue Street Box 8100 Green Bay WI 54308-8100 FEIN#: 39-1375589 VID#: 1000009272</p>
PC68372	<p>Leland International Inc. 5695 Eagle Drive SE Grand Rapids MI 49512 FEIN#: 38-3136374 VID#: 1100034477</p>
PC68374	<p>Liat LLC D/B/A Jasper Library Furniture 694 North Main St Troutman NC 28166 FEIN#: 27-0375847 VID#: 1000044678</p>
PC68379	<p>Metalworks Inc. D/B/A Great Openings 902 4th Street Ludington MI 49431 FEIN#: 38-1898020 VID#: 1100152810</p>
PC68381	<p>MiEN Company 2547 3 Mile Road NW Grand Rapids MI 49534 FEIN#: 46-1451810 VID#: 1100209170</p>
PC68387	<p>National Office Furniture Inc. 1600 Royal Street Jasper IN 47549 FEIN#: 63-0577594 VID#: 1100018050</p>

PC68396	Office Master Inc. 1110 South Mildred Avenue Ontario CA 91761 FEIN#: 33-0151691 VID#: 1100037288
PC68407	Safco Products Company 9300 West Research Center Road New Hope MN 55428 FEIN#: 41-0911459 VID#: 1100039932
PC68412 WBE SB	Seating Inc. 60 N. State Street Nunda NY 14517 FEIN#: 16-1344044 VID#: 1000008061
PC68418	Smith System Manufacturing Company 1714 East 14 th Street Plano TX 75074 FEIN#: 41-1424908 VID#: 1100027322
PC68421	Spec Furniture Inc. 165 City View Drive Toronto Ontario M9W5B1 Canada FEIN#: 98-0171352 VID#: 1000049183
PC68422	Special-T LLC 11820 Will Road Suite 140 Alpharetta GA 30009 FEIN#: 81-2612288 VID#: 1100208175
PC68427	Swiftspace Inc. 825 Trillium Drive Kitchener ON N2R 1J9 FEIN#: 98-1118042 VID#: 1100174093
PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland NY 14572 FEIN#: 22-3887942 VID#: 1000008879
PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 1000009331
PC68436	Transformations by Wieland Inc. D/B/A Transformations Furniture 310 Racquet Drive Fort Wayne IN 46825 FEIN#: 35-2014386 VID#: 1000053000
PC68442	Via Inc. 205 Vista Boulevard Sparks NV 89434 FEIN#: 88-0226421 VID#: 1000009755

PC68445	WB Manufacturing LLC D/B/A Wisconsin Bench 507 E. Grant Street Thorp WI 54771 FEIN#: 81-4729294 VID#: 1100213951
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Please be advised that the Contractors listed below have updated their contact information:

PC68287	Artopex Inc. 800 Vadnais Street Granby Quebec Canada J2J1A7 FEIN#: 98-0149704 VID#: 1000045263
PC68292	Blockhouse Company Inc. 3285 Farmtrail Road York PA 17406 FEIN#: 23-2105251 VID#: 1000008906
PC68326	Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard CA 93030 FEIN#: 95-3669370 VID#: 1000009824
PC68342	Hancock and Moore LLC D/B/A Cabot Wrenn 401 11 th Street NW Hickory NC 28601 FEIN#: 38-3974409 VID#: 1100157766
PC68364	Kimball Office Inc. 1600 Royal St Jasper IN 47549 FEIN#: 35-1688210 VID#: 1000009156
PC68412 WBE SB	Seating Inc. 60 N. State Street Nunda NY 14517 FEIN#: 16-1344044 VID#: 1000008061

Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Removal of Product Lines from Price List

DATE: May 15, 2020 **AWARD #:** [23109](#) **GROUP #:** 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractor below has revised their Price List to remove the Reflections and Caseworks product lines:

PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem 225 Clay St. Jasper Indiana 47547-0231 FEIN#: 35-0420370 VID#: 1000009147
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Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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



Contract Award Notification Update

Subject: Authorized Reseller Updates, Updated Terms and Conditions, Updated Contractor Information

DATE: January 30, 2020 **AWARD #:** [23109](#) **GROUP #:** 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov

CONTRACT NO.: Various **CONTRACTOR:** Various

Effective immediately, the Contractors below have updated their Authorized Reseller Lists. Please note that FM Express Inc. has changed their name to Intivity Inc. Intivity's NYS Vendor ID number is unchanged. The next period to revise Authorized Reseller lists will be from April 1, 2020 to April 15, 2020.

PC68278	Allseating Corporation
PC68281	Amcase Inc.
PC68282	AmTab Manufacturing Corporation
PC68283	Arcadia Chair Company
PC68286	Artco-Bell Corporation
PC68287	Artopex Inc.
PC68294	Bush Industries Inc.
PC68297	Claridge Products & Equipment Inc.
PC68298	Classic Leather Inc. D/B/A St. Timothy Chair Co.
PC68303	Computer Comforts

PC68306	DACO Limited Partnership D/B/A Dauphin North America
PC68307 WBE	DARRAN Furniture Industries Inc. D/B/A Darran Furniture
PC68308	Datum Filing Systems Inc. D/B/A Datum Storage Solutions
PC68316	DSI Inc. D/B/A ofgo Studios
PC68319 SB	Eminence Group Inc. D/B/A Colecraft Commercial Furnishings
PC68320	Encore Seating Inc.
PC68326	Ergonom Corporation D/B/A ERG International
PC68332	ESI Ergonomic Solutions, A Division of Fellowes Inc.
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
PC68330	Fairway Holdings Inc. D/B/A Berco Furniture Solutions
PC68333	Fleetwood Group
PC68601	Foliot Furniture Pacific Inc.
PC68337	Grand Rapids Chair Company
PC68340	Groupe Lacasse LLC
PC68342	Hancock and Moore LLC D/B/A Cabot Wrenn
PC68344	Haskell Office LLC
PC68350	High Point Furniture Industries Inc.
PC68353	IMF Solutions LLC D/B/A Invincible Office Furniture Solutions

PC68354	Indiana Furniture Industries Inc. D/B/A Indiana Furniture
PC68356	Integra Inc.
PC68363	KFI Furniture
PC68366	KNU LLC D/B/A La-Z-Boy Contract Furniture
PC68367	Krueger International Inc. D/B/A KI
PC68368	Krug Inc.
PC68372	Leland International Inc.
PC68373	Lesro Industries Inc.
PC68379	Metalworks Inc. D/B/A Great Openings
PC68381	MiEN Company
PC68385	ModuForm Inc.
PC68391	Nightingale Corporation
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68396	Office Master Inc.
PC68397	OFS Brands Inc.
PC68402	PS Furniture Inc.
PC68403	R.T. London Company
PC68404	Rapp Productions Inc. D/B/A FurnitureLab

PC68407	Safco Products Company
PC68415	Senator International Inc. D/B/A Allermuir
PC68419	Source International
PC68421	Spec Furniture Inc.
PC68425	Steelcase Inc.
PC68426	Stylex Inc.
PC68432	The HON Company
PC68439 MBE	Trinity Furniture Inc. D/B/A Furniture Manufacturer
PC68444	VS America Inc.
PC68446	Workrite Ergonomics Canada Inc.

Please note that the following Contractors have updated their Contractor Information:

PC68276	Affordable Interior Systems Inc.
PC68432	The HON Company

Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68333	Fleetwood Group
PC68336	Global Industries Inc. D/B/A Global Furniture Group
PC68347	Herman Miller Inc.
PC68349	Hickory Business Furniture
PC68351	HLF Furniture Inc.
PC68352	Humanscale Corporation
PC68355	Inscape D/B/A Inscape Office Specialty
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68360	JonTi-Craft Inc.
PC68361	Kaplan Early Learning Company
PC68362	Keilhauer LTD
PC68364	Kimball Office Inc.
PC68365	Knoll Inc.
PC68367	Krueger International Inc. D/B/A KI
PC68377	Maxon Furniture Inc.
PC68383	Mity Lite Inc.
PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex
PC68387	National Office Furniture Inc.

PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68405 SB	Raynor Marketing LTD D/B/A Eurotech Seating
PC68408	Sauder Manufacturing Company D/B/A WIELAND Sauder Education and Butler Human Services
PC68412 WBE SB	Seating Inc.
PC68417	Silver Street Inc.
PC68418	Smith System Manufacturing Company
PC68422	Special-T LLC
PC68424	Stance Healthcare Inc.
PC68427	Swiftspace Inc.
PC68431	The Gunlocke Company LLC
PC68432	The HON Company
PC68433 SB	Thompson Contract Inc. D/B/A Kusch+Co
PC68438	Trendway Corporation
PC68442	Via Inc.
PC68448	Young Equipment Solutions Inc.

Please note that the following Contractors have updated their Contractor Information:

PC68345	Haworth Inc. One Haworth Center Holland MI 49423 FEIN#: 38-6053093 VID#: 100009261
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PC68365	Knoll Inc. 1235 Water Street East Greenville PA 18041 FEIN#: 13-3873847 VID#: 1000006487
PC68433 SB	Thompson Contract Inc. D/B/A Kusch+Co 41 Kayland Court Bohemia NY 11716 FEIN#: 11-3047481 VID#: 1000056547

Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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



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Contract Award Notification Update

Price List Updates, Authorized Reseller Updates,
Subject: Contractor Information Updates, Terms & Conditions Update

DATE: November 25, 2019 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists due to an error. Please note that only Price Lists posted on the OGS website are approved.

Table with 2 columns: Contract ID and Contractor Information. Rows include PC68281 (Amcase Inc.) and PC68332 (ESI Ergonomic Solutions).

Please note that the Contractors listed below have updated their Authorized Reseller Lists:

Table with 2 columns: Contract ID and Contractor Information. Rows include PC68349 (Hickory Business Furniture), PC68358 (Jasper Seating Co. Inc.), and PC68411 (Schoolhouse Outfitters LLC).

PC68418	Smith System Manufacturing Company 1714 East 14 th Street Plano TX 75074 FEIN#: 41-1424908 VID#: 1100027322
PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland NY 14572 FEIN#: 22-3887942 VID#: 1000008879

Please note that the Contractors listed below have revised their Contractor Information Pages:

PC68422	Special-T LLC 11820 Will Road Suite 140 Alpharetta GA 30009 FEIN#: 81-2612288 VID#: 1100208175
PC68441 SB	United Supply Corporation 250 44 th Street Brooklyn NY 11232 FEIN#: 11-3309950 VID#: 1000024756

Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68297	Claridge Products & Equipment Inc.
PC68298	Classic Leather Inc. D/B/A St. Timothy Chair Co.
PC68300	Commercial Furniture Group Inc.
PC68305	D3 Inc. D/B/A 9to5 Seating
PC68306	DACO Limited Partnership D/B/A Dauphin North America
PC68307 WBE	DARRAN Furniture Industries Inc. D/B/A Darran Furniture
PC68308	Datum Filing Systems Inc. D/B/A Datum Storage Solutions
PC68315	Diversified Woodcrafts Inc.
PC68316	DSI Inc. D/B/A ofgo Studios
PC68321	Endura LLC
PC68323	Ergo Industrial Seating Systems Inc. D/B/A Ergocentric Seating Systems Inc.
PC68332	ESI Ergonomic Solutions A Division of Fellowes Inc.
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
PC68330	Fairway Holdings Inc. D/B/A Berco Furniture Solutions
PC68336	Global Industries Inc. D/B/A Global Furniture Group
PC68342	Hancock and Moore LLC D/B/A Cabot Wrenn
PC68344	Haskell Office LLC

PC68349	Hickory Business Furniture
PC68350	High Point Furniture Industries Inc.
PC68353	IMF Solutions LLC D/B/A Invincible Office Furniture Solutions
PC68354	Indiana Furniture Industries Inc. D/B/A Indiana Furniture
PC68355	Inscape D/B/A Inscape Office Specialty
PC68356	Integra Inc.
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68361	Kaplan Early Learning Company
PC68362	Keilhauer LTD
PC68366	KNU LLC D/B/A La-Z-Boy Contract Furniture
PC68367	Krueger International Inc. D/B/A KI
PC68368	Krug Inc.
PC68372	Leland International Inc.
PC68373	Lesro Industries Inc.
PC68377	Maxon Furniture Inc.
PC68379	Metalworks Inc. D/B/A Great Openings
PC68381	MiEN Company
PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex

PC68391	Nightingale Corporation
PC68392	Norix Group Inc.
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68396	Office Master Inc.
PC68397	OFS Brands Inc.
PC68399	Palmer Hamilton LLC
PC68400	Palmieri Furniture Limited
PC68401	Paragon Furniture LP
PC68407	Safco Products Co.
PC68409	Scholar Craft Products
PC68412 WBE SB	Seating Inc.
PC68417	Silver Street Inc.
PC68418	Smith System Manufacturing Company Inc.
PC68419	Source International
PC68421	Spec Furniture Inc.
PC68422	Special-T LLC
PC68424	Stance Healthcare Inc.
PC68431	The Gunlocke Company LLC
PC68432	The HON Company

PC68442	Via Inc.
PC68444	VS America Inc.
PC68445	WB Manufacturing LLC D/B/A Wisconsin Bench

Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68402	PS Furniture Inc. 3270 Blazer Parkway – Suite 102 Lexington KY 40509 FEIN#: 25-1590625 VID#: 1000042271
PC68418	Smith System Manufacturing Company Inc. 1714 East 14 th Street Plano TX 75074 FEIN#: 41-1424908 VID#: 1100027322
PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 1000009331
PC68434	TMC Furniture Inc. 119 East Ann Street Ann Arbor MI 48104 FEIN#: 38-3430617 VID#: 1100067261
PC68441 SB	United Supply Corporation 250 44 th Street Brooklyn NY 11232 FEIN#: 11-3309950 VID#: 1000024756

Please note that the Contractor listed below has updated their Authorized Reseller List:

PC68387	National Office Furniture Inc. 1600 Royal Street Jasper IN 47549 FEIN#: 63-0577594 VID#: 1100018050
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Please note that the Contractor listed below has updated their Contractor Information page:

PC68279	Allsteel Inc. 2210 Second Avenue Muscatine IA 52761 FEIN#: 36-0717079 VID#: 1000009164
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Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68418	Smith System Manufacturing Company Inc. 1714 East 14 th Street Plano TX 75074 FEIN#: 41-1424908 VID#: 1100027322
PC68421	Spec Furniture Inc. 165 City View Drive Toronto Ontario M9W5B1 Canada FEIN#: 98-0171352 VID#: 1000049183
PC68422	Special-T LLC 11820 Will Road Suite 140 Alpharetta GA 30009 FEIN#: 81-2612288 VID#: 1100208175
PC68423	Spectrum Industries Inc. 925 First Avenue Chippewa Falls WI 54729-0400 FEIN#: 39-1094074 VID#: 1000009267
PC68426	Stylex Inc. PO Box 5038 Delanco NJ 08075 FEIN#: 21-0632589 VID#: 1000008694
PC68427	Swiftspace Inc. 825 Trillium Drive Kitchener ON N2R 1J9 FEIN#: 98-1118042 VID#: 1100174093
PC68429	Teknion LLC 350 Fellowship Road Suite 100 Mount Laurel NJ 08054 FEIN#: 22-3785040 VID#: 1000008872
PC68430	Tesco Industries LP 1035 East Hacienda Bellville TX 77418 FEIN#: 74-1850608 VID#: 1000057866
PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland NY 14572 FEIN#: 22-3887942 VID#: 1000008879
PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 1000009331
PC68436	Transformations by Wieland Inc. D/B/A Transformations Furniture 310 Racquet Drive Fort Wayne IN 46825 FEIN#: 35-2014386 VID#: 1000053000

PC68439 MBE	Trinity Furniture Inc. D/B/A Furniture Manufacturer 6089 Kennedy Road Trinity NC 27370 FEIN#: 56-1414163 VID#: 1100045809
PC68440	Tristate Apartment Furnishers LLC 431 Timpson Place Bronx NY 10455 FEIN#: 13-4018400 VID#: 1100109431
PC68442	Via Inc. 205 Vista Boulevard Sparks NV 89434 FEIN#: 88-0226421 VID#: 1000009755
PC68444	VS America Inc. 1940 Abbott Street Charlotte NC 28203 FEIN#: 51-0469322 VID#: 1100042617
PC68445	WB Manufacturing LLC D/B/A Wisconsin Bench 507 E. Grant Street Thorp WI 54771 FEIN#: 81-4729294 VID#: 1100213951
PC68446	Workrite Ergonomics Canada Inc. 950 Warden Avenue Toronto ON M1L4E3 Canada FEIN#: 98-1318097 VID#: 1100176285
PC68447	Wright Line LLC 160 Gold Star Boulevard Worcester MA 01606 FEIN#: 03-0471268 VID#: 1000005229
PC68448	Young Equipment Solutions Inc. 325 Rabro Drive Hauppauge NY 11788 FEIN#: 11-2803327 VID#: 1000011915

Please note that the Contractors listed below have updated their Contact Information:

PC68601	Foliot Furniture Pacific Inc. 7000 Placid Street Las Vegas NV 89119 FEIN#: 42-1769776 VID#: 1100228940
PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland NY 14572 FEIN#: 22-3887942 VID#: 1000008879

PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 1000009331
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Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68294	Bush Industries Inc.
PC68298	Classic Leather Inc. D/B/A St. Timothy Chair Co.
PC68301	Community Products LLC D/B/A Community Playthings
PC68303	Computer Comforts
PC68305	D3 Inc. D/B/A 9to5 Seating
PC68306	DACO Limited Partnership D/B/A Dauphin North America
PC68314	Ditto Sales Inc. D/B/A Versteel
PC68316	DSI Inc. D/B/A ofgo Studios
PC68319 SB	Eminence Group Inc. D/B/A Colecraft Commercial Furnishings
PC68320	Encore Seating Inc.
PC68321	Endura LLC
PC68332	ESI Ergonomic Solutions A Division of Fellowes Inc.
PC68327	Evans Consoles Incorporated
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co.
PC68333	Fleetwood Group
PC68601	Foliot Furniture Pacific Inc.
PC68335 WBE SB	Furniture Pro Corporation

PC68340	Groupe Lacasse LLC
PC68347	Herman Miller Inc.
PC68348	Hertz Furniture Systems LLC
PC68349	Hickory Business Furniture
PC68350	High Point Furniture Industries Inc.
PC68352	Humanscale Corporation
PC68354	Indiana Furniture Industries Inc. D/B/A Indiana Furniture
PC68357 SB	Interior Resources USA LLC
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem
PC68359	John Savoy & Son Inc.
PC68361	Kaplan Early Learning Company
PC68363	KFI Furniture
PC68364	Kimball Office Inc.
PC68365	Knoll Inc.
PC68366	KNU LLC D/B/A La-Z-Boy Contract Furniture
PC68367	Krueger International Inc. D/B/A KI
PC68369	Lakeshore Equipment Company D/B/A Lakeshore Learning Materials
PC68372	Leland International Inc.
PC68373	Lesro Industries Inc.

PC68374	Liat LLC D/B/A Jasper Library Furniture
PC68377	Maxon Furniture Inc.
PC68381	MiEN Company
PC68382	Mitchell Furniture Systems Inc.
PC68383	Mity Lite Inc.
PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex
PC68385	ModuForm Inc.
PC68387	National Office Furniture Inc.
PC68388 WBE	Neutral Posture Inc.
PC68390 WBE SB	Nickerson Corporation
PC68391	Nightingale Corporation
PC68392	Norix Group Inc.
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating
PC68396	Office Master Inc.
PC68397	OFS Brands Inc.
PC68399	Palmer Hamilton LLC
PC68401	Paragon Furniture LP
PC68407	Safco Products Co.

PC68408	Sauder Manufacturing Company D/B/A WIELAND Sauder Education and Butler Human Services
PC68411	Schoolhouse Outfitters LLC D/B/A School Outfitters
PC68410	School Specialty Inc.
PC68412 WBE SB	Seating Inc.
PC68416	SICO America Inc.
PC68417	Silver Street Inc.
PC68418	Smith System Manufacturing Company Inc.
PC68420	Spacesaver Storage Systems D/B/A Spacesaver Corporation
PC68424	Stance Healthcare Inc.
PC68425	Steelcase Inc.

Please note that the Contractors listed below have updated their Contact Information:

PC68314	DSI Inc.
PC68328	Exemplis LLC
PC68340	Groupe Lacasse LLC
PC68347	Herman Miller Inc.
PC68349	Hickory Business Furniture
PC68365	Knoll Inc.
PC68377	Maxon Furniture Inc.
PC68387	National Office Furniture Inc.

PC68390 WBE SB	Nickerson Corporation
PC68425	Steelcase Inc.

Please see the revised Contract Award Notification document for this update.
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68428	TAB Products Co LLC 605 Fourth Street Mayville WI 53050 FEIN#: 52-2390162 VID#: 1000040933
PC68440	Tristate Apartment Furnishers LLC 431 Timpson Place Bronx NY 10455 FEIN#: 13-4018400 VID#: 1100109431

Please be advised that the following Contractors have updated their Authorized Reseller Lists due to an error:

PC68283	Arcadia Chair Company 5692 Fresca Drive LaPalma CA 90623 FEIN#: 95-2981958 VID#: 1000042327
PC68491	CBT Supply Inc. D/B/A SMARTDesks 83 Jacobs Road Rockaway NJ 07866 52-2285066 1000032062
PC68297	Claridge Products & Equipment Inc. 601 Hwy 62-65 South Harrison AR 72601-6148 FEIN#: 71-0302078 VID#: 1100005935
PC68436	Transformations by Wieland Inc. D/B/A Transformations Furniture 310 Racquet Drive Fort Wayne IN 46825 FEIN#: 35-2014386 VID#: 1000053000
PC68438	Trendway Corporation 13467 Quincy Street Holland MI 49424 FEIN#: 38-1864337 VID#: 1000009245

Please be advised that the following Contractor has revised their Contractor Information Page due to an error:

PC68297	Claridge Products & Equipment Inc. 601 Hwy 62-65 South Harrison AR 72601-6148 FEIN#: 71-0302078 VID#: 1100005935
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Please be advised that the “How-to-Use” document has been revised to reflect the first annual Price List adjustment period. This will be from September 16, 2019 through September 28, 2019. No new Categories can be added.

OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68406	Russ Bassett Corporation 8189 Byron Road Whittier CA 90606 FEIN#: 95-4113430 VID#: 1000032926
PC68423	Spectrum Industries Inc. 925 First Avenue Chippewa Falls WI 54729-0400 FEIN#: 39-1094074 VID#: 1000009267
PC68424	Stance Healthcare Inc. 45 Goodrich Drive Kitchener ON N2C 0B8 FEIN#: 98-1053988 VID#: 1100218541
PC68447	Wright Line LLC 160 Gold Star Boulevard Worcester MA 01606 FEIN#: 03-0471268 VID#: 1000005229
PC68448	Young Equipment Solutions Inc. 325 Rabro Drive Hauppauge NY 11788 FEIN#: 11-2803327 VID#: 1000011915

Please be advised that the following Contractors have updated their Authorized Reseller Lists due to an error:

PC68278	Allseating Corporation 5800 Avebury Road – Unit 3 Mississauga ON L5R3M3 Canada FEIN#: 98-0110664 VID#: 1000009836
PC68326	Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard CA 93030 FEIN#: 95-3669370 VID#: 1000009824

Please be advised that the following Contractors have updated their Contractor Information due to an error:

PC68332	ESI Ergonomic Solutions, A Division of Fellowes Inc. 4030 E. Quenton Drive Mesa AZ 82515 FEIN#: 36-0770670 VID#: 1000031405
PC68365	Knoll Inc. 1235 Water Street East Greenville PA 18041 FEIN#: 13-3873847 VID#: 1000006487

PC68439 MBE	Trinity Furniture Inc. D/B/A Furniture Manufacturer 6089 Kennedy Road Trinity NC 27370 FEIN#: 56-1414163 VID#: 1100045809
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Please be advised that the following Contractor has revised their Price List due to an error:

PC68344	Haskell Office LLC 273 Montgomery Avenue Bala Cynwyd PA 19004 FEIN#: 45-0468701 VID#: 1100042574
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Please be advised that the "How-to-Use" document has been revised to reflect the Sales Reporting Period and to encourage Contractors to utilize NYS-certified SDVOB companies.

OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68375	Library Interiors Inc. 35 Beaverson Boulevard Suite 2C Brick NJ 08723 FEIN#: 22-2589756 VID#: 1000008774
PC68379	Metalworks Inc. D/B/A Great Openings 902 4th Street Ludington MI 49431 FEIN#: 38-1898020 VID#: 1100152810
PC68410	School Specialty Inc. 100 Paragon Parkway Mansfield OH 44903 FEIN#: 39-0971239 VID#: 1000009266
PC68419	Source International 545 Hartford Turnpike Shrewsbury MA 01545 FEIN#: 04-2752053 VID#: 1000005264
PC68434	TMC Furniture Inc. 119 East Ann Street Ann Arbor MI 48104 FEIN#: 38-3430617 VID#: 1100067261
PC68439 MBE	Trinity Furniture Inc. D/B/A Furniture Manufacturer 6089 Kennedy Road Trinity NC 27370 FEIN#: 56-1414163 VID#: 1100045809
PC68442	Via Inc. 205 Vista Boulevard Sparks NV 89434 FEIN#: 88-0226421 VID#: 1000009755
PC68445	WB Manufacturing LLC D/B/A Wisconsin Bench 507 E. Grant Street Thorp WI 54771 FEIN#: 81-4729294 VID#: 1100213951

Please be advised that the following Contractors have updated their Authorized Reseller Lists due to an error:

PC68305	D3 Inc. D/B/A 9to5 Seating 3211 Jack Northrop Ave Hawthorne CA 90250 FEIN#: 20-1545013 VID#: 1100042682
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PC68320	Encore Seating Inc. 5692 Fresca Drive LaPalma CA 90623 FEIN#: 33-0822878 VID#: 1100041214
PC68368	Krug Inc. 421 Manitou Drive Kitchener ON N2C 1L5 Canada FEIN#: 98-0205609 VID#: 1000009838
PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex 1235 CH ST-Roch Nord Sherbrooke Quebec J1N0H2 Canada FEIN#: 98-0196946 VID#: 1000005165
PC68390 WBE SB	Nickerson Corporation 11 Moffitt Boulevard Bay Shore NY 11706 FEIN#: 06-0905538 VID#: 1000005344
PC68407	Safco Products Company 9300 West Research Center Road New Hope MN 55428 FEIN#: 41-0911459 VID#: 1100039932
PC68412 WBE SB	Seating Inc. 60 N. State Street Nunda NY 14517 FEIN#: 16-1344044 VID#: 1000008061
PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 1000009331

Please be advised that the following Contractors have revised their Price List due to an error:

PC68324	ErgoFlex Systems Inc. D/B/A Xybix Systems Inc. 8207 Southpark Circle Littleton CO 80120 FEIN#: 84-1174133 VID#: 1100041422
PC68382	Mitchell Furniture Systems Inc. 1700 West St. Paul Ave. Milwaukee WI 53233 FEIN#: 39-1720095 VID#: 1000057674
PC68390 WBE SB	Nickerson Corporation 11 Moffitt Boulevard Bay Shore NY 11706 FEIN#: 06-0905538 VID#: 1000005344

OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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



Contract Award Notification Update

Subject: 8th Supplemental Award, New Contractors, Revised Authorized Reseller Lists, Revised Contractor Information, Updated Price Lists, Revised How-to-Use

DATE: May 21, 2019 AWARD #: 23109 GROUP #: 20915
AWARD DESCRIPTION: Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)
CONTRACT PERIOD: December 2, 2018 – December 1, 2023
CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov
CONTRACT NO.: Various CONTRACTOR: Various

Please be advised that the below listed Contractors have been added to Award 23109 effective immediately. Please see the Contract Award for this and other updates pertaining to this Award: https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm

Table with 2 columns: Contract ID and Contractor Information. Rows include A2S Inc., A.F.C. Industries Inc., Affordable Interior Systems Inc., Arconas Corporation, and Bush Industries Inc.

PC68298	<p>Classic Leather Inc. D/B/A St. Timothy Chair Co. 203 Simpson Street Conover NC 28613 FEIN#: 56-0856731 VID#: 1000018256</p>
PC68316	<p>DSI Inc. D/B/A ofgo Studios 452 Millway Avenue Unit 2 Concord ON L4K 3V8 FEIN#: 12-7487262 VID#: 1100213971</p>
PC68324	<p>ErgoFlex Systems Inc. D/B/A Xybix Systems Inc. 8207 Southpark Circle Littleton CO 80120 FEIN#: 84-1174133 VID#: 1100041422</p>
PC68325	<p>ErgoGenesis Workplace Solutions LLC 1 BodyBilt Place Navasota TX 77868 FEIN#: 04-3719728 VID#: 1000020460</p>
PC68378	<p>Mesa Contract Inc. 4750 Shelburne Road Shelburne VT 05482 FEIN#: 03-0360066 VID#: 1000010971</p>
PC68389	<p>New England Woodcraft Inc. 481 North Street Forest Dale VT 05745 FEIN#: 03-0265306 VID#: 1100010708</p>
PC68394	<p>NOVA Solutions Inc. 421 West Industrial Avenue Effingham IL 62401 FEIN#: 37-1343933 VID#: 1000009228</p>
PC68402	<p>PS Furniture Inc. 3270 Blazer Parkway – Suite 102 Lexington KY 40509 FEIN#: 25-1590625 VID#: 1000042271</p>
PC68404	<p>Rapp Productions Inc. D/B/A FurnitureLab 103 W. Weaver Street Carrboro NC 27510 FEIN#: 56-1806405 VID#: 1100043404</p>
PC68405 SB	<p>Raynor Marketing LTD D/B/A Eurotech Seating 525 Hempstead Turnpike West Hempstead NY 11552 FEIN#: 11-2510441 VID#: 1100043335</p>

Please be advised that the following Contractors have updated their Authorized Reseller Lists due to an error:

PC68277	Agati Inc. 1219 W Lake Street Chicago IL 60607 FEIN#: 36-3529331 VID#: 1000009198
PC68283	Arcadia Chair Company 5692 Fresca Drive LaPalma CA 90623 FEIN#: 95-2981958 VID#: 1000042327
PC68292	Blockhouse Company Inc. 3285 Farmtrail Road York PA 17406 FEIN#: 23-2105251 VID#: 1000008906
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry 6415 Katella Avenue Cypress CA 90630 FEIN#: 33-0697684 VID#: 1000009099
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem 225 Clay St. Jasper Indiana 47547-0231 FEIN#: 35-0420370 VID#: 1000009147
PC68377	Maxon Furniture Inc. 505 Ford Avenue Muscatine IA 52761 FEIN#: 42-1295118 VID#: 1100041887
PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 1000009331

Please be advised that the following Contractor has updated their Contract Information due to an error:

PC68377	Maxon Furniture Inc. 505 Ford Avenue Muscatine IA 52761 FEIN#: 42-1295118 VID#: 1100041887
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Please be advised that the following Contractors have updated their Price Lists due to an error:

PC68301	Community Products LLC D/B/A Community Playthings 2032 Route 213 Rifton NY 12471 FEIN#: 14-1803009 VID#: 1000014386
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PC68350	High Point Furniture Industries Inc. 1104 Bedford Street High Point NC 27263 FEIN#: 56-0671724 VID#: 1000009499
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Pleased be advised that the How-to-Use has been revised to address storage fees.

OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68291	Biofit Engineered Products 15500 Biofit Way Bowling Green OH 43402 FEIN#: 52-1819340 VID#: 1000040912
PC68297	Claridge Products & Equipment Inc. 601 Hwy 62-65 South Harrison AR 72601-6148 FEIN#: 71-0302078 VID#: 1100005935
PC68299	Columbia Manufacturing Inc. 1 Cycle Street Westfield MA 01085 FEIN#: 04-3171783 VID#: 1100025305
PC68314	Ditto Sales Inc. D/B/A Versteel 2332 Cathy Lane Jasper IN 47546 FEIN#: 35-1176142 VID#: 1000009152
PC68319 SB	Eminence Group Inc. D/B/A Colecraft Commercial Furnishings 1021 Allen Street Jamestown NY 14701 FEIN#: 75-3065762 VID#: 1000009677
PC68320	Encore Seating Inc. 5692 Fresca Drive LaPalma CA 90623 FEIN#: 33-0822878 VID#: 1100041214
PC68323	Ergo Industrial Seating Systems Inc. D/B/A Ergocentric Seating Systems Inc. 275 Superior Blvd Mississauga ON L5T 2L6 FEIN#: 98-0370491 VID#: 1100209576
PC68326	Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard CA 93030 FEIN#: 95-3669370 VID#: 1000009824
PC68328	Exemplis LLC D/B/A SitOnIt Seating IDOEN Symmetry 6415 Katella Avenue Cypress CA 90630 FEIN#: 33-0697684 VID#: 1000009099
PC68329 SB	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co. 120 Benson Pl. Frankfort NY 13340 FEIN#: 15-0330340 VID#: 1000007320

PC68336	<p>Global Industries Inc. D/B/A Global Furniture Group 17 West Stow Road Marlton NJ 08053 FEIN#: 52-0953534 VID#: 1000009419</p>
PC68340	<p>Groupe Lacasse LLC 222 Merchandise Mart Plaza Suite 1042 Chicago IL 60654 FEIN#: 38-3504222 VID#: 1000009256</p>
PC68350	<p>High Point Furniture Industries Inc. 1104 Bedford Street High Point NC 27263 FEIN#: 56-0671724 VID#: 1000009499</p>
PC68354	<p>Indiana Furniture Industries Inc. D/B/A Indiana Furniture 1224 Mill St. Jasper IN 47546 FEIN#: 35-0408870 VID#: 1100064886</p>
PC68356	<p>Integra Inc. 807 Wisconsin Street Walworth WI 53184 FEIN#: 39-1680798 VID#: 1000042465</p>
PC68357 SB	<p>Interior Resources USA LLC 489-20 Johnson Avenue Bohemia NY 11716 FEIN#: 11-3186747 VID#: 1000041478</p>
PC68362	<p>Keilhauer LTD 1450 Birchmount Road Toronto Ontario M1P2E3 Canada FEIN#: 98-1064108 VID#: 1100117545</p>
PC68364	<p>Kimball Office Inc. 1600 Royal St Jasper IN 47549 FEIN#: 35-1688210 VID#: 1000009156</p>
PC68366	<p>KNU LLC D/B/A La-Z-Boy Contract Furniture One Best Drive Ferdinand IN 47532 FEIN#: 20-2599789 VID#: 1100106929</p>
PC68367	<p>Krueger International Inc. D/B/A KI 1330 Bellevue Street Box 8100 Green Bay WI 54308-8100 FEIN#: 39-1375589 VID#: 1000009272</p>

PC68373	Lesro Industries Inc. One Griffin Road South Bloomfield CT 06002 FEIN#: 06-0898258 VID#: 1100101268
PC68377	Maxon Furniture Inc. 505 Ford Avenue Muscatine IA 52761 FEIN#: 42-1295118 VID#: 1100041887
PC68382	Mitchell Furniture Systems Inc. 1700 West St. Paul Ave. Milwaukee WI 53233 FEIN#: 39-1720095 VID#: 1000057674
PC68387	National Office Furniture Inc. 1600 Royal Street Jasper IN 47549 FEIN#: 63-0577594 VID#: 1100018050
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating 149 Entin Road Clifton NJ 07014 FEIN#: 45-1215935 VID#: 1100019951
PC68396	Office Master Inc. 1110 South Mildred Avenue Ontario CA 91761 FEIN#: 33-0151691 VID#: 1100037288
PC68401	Paragon Furniture LP 2224 E. Randol Mill Road Arlington TX 76011 FEIN#: 75-2968750 VID#: 1000045146
PC68407	Safco Products Company 9300 West Research Center Road New Hope MN 55428 FEIN#: 41-0911459 VID#: 1100039932
PC68412 WBE SB	Seating Inc. 60 N. State Street Nunda NY 14517 FEIN#: 16-1344044 VID#: 1000008061
PC68415	Senator International Inc. D/B/A Allermuir 4111 N. Jerome Road Maumee OH 43537 FEIN#: 20-8744510 VID#: 1100016625

PC68418	Smith System Manufacturing Company 1714 East 14 th Street Plano TX 75074 FEIN#: 41-1424908 VID#: 1100027322
PC68421	Spec Furniture Inc. 165 City View Drive Toronto Ontario M9W5B1 Canada FEIN#: 98-0171352 VID#: 1000049183
PC68422	Special-T LLC 11820 Will Road Suite 140 Alpharetta GA 30009 FEIN#: 81-2612288 VID#: 1100208175
PC68426	Stylex Inc. PO Box 5038 Delanco NJ 08075 FEIN#: 21-0632589 VID#: 1000008694
PC68427	Swiftspace Inc. 825 Trillium Drive Kitchener ON N2R 1J9 FEIN#: 98-1118042 VID#: 1100174093
PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland NY 14572 FEIN#: 22-3887942 VID#: 1000008879
PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 1000009331
PC68433 SB	Thompson Contract Inc. D/B/A Kusch+Co 41 Kayland Court Bohemia NY 11716 FEIN#: 11-3047481 VID#: 1000056547
PC68438	Trendway Corporation 13467 Quincy Street Holland MI 49424 FEIN#: 38-1864337 VID#: 1000009245

OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

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

PC68400	Palmieri Furniture Limited 1230 Reid Street Richmond Hill ON L4B 1C4 Canada FEIN#: 10-4055066 VID#: 1100014358
PC68409	Scholar Craft Products Inc. One Scholar Craft Parkway Birmingham AL 35217 FEIN#: 63-0835284 VID#: 1000009610
PC68430	Tesco Industries LP 1035 East Hacienda Bellville TX 77418 FEIN#: 74-1850608 VID#: 1000057866
PC68436	Transformations by Wieland Inc. D/B/A Transformations Furniture 310 Racquet Drive Fort Wayne IN 46825 FEIN#: 35-2014386 VID#: 1000053000
PC68441 SB	United Supply Corporation 250 44 th Street Brooklyn NY 11232 FEIN#: 11-3309950 VID#: 1000024756
PC68444	VS America Inc. 1940 Abbott Street Charlotte NC 28203 FEIN#: 51-0469322 VID#: 1100042617

Please be advised that the following Contractors has updated their Price Lists due to an error:

PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland NY 14572 FEIN#: 22-3887942 VID#: 1000008879
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Please be advised that the following Contractors have updated their Authorized Dealer Lists due to an error:

PC68347	Herman Miller Inc. 855 East Main Avenue Zeeland MI 49464 FEIN#: 38-0837640 VID#: 1000009239
PC68352	Humanscale Corporation 220 Circle Drive North Piscataway NJ 08854 FEIN#: 11-2793425 VID#: 1000005781

OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

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

PC68326	Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard CA 93030 FEIN#: 95-3669370 VID#: 1000009824
PC68351	HLF Furniture Inc. 44001 Van Born Rd. Belleville MI 48111 FEIN#: 38-2275260 VID#: 1100044770
PC68353	IMF Solutions LLC D/B/A Invincible Office Furniture Solutions 842 S. 26 th St. Manitowoc WI 54220 FEIN#: 26-2618575 VID#: 1100041982
PC68358	Jasper Seating Co. Inc. D/B/A Jasper Group; JSI; Community; Klem 225 Clay St. Jasper Indiana 47547-0231 FEIN#: 35-0420370 VID#: 1000009147
PC68365	Knoll Inc. 1235 Water Street East Greenville PA 18041 FEIN#: 13-3873847 VID#: 1000006487
PC68384	Mobilier De Bureau Logiflex Inc. D/B/A Logiflex 1235 CH ST-Roch Nord Sherbrooke Quebec J1N0H2 Canada FEIN#: 98-0196946 VID#: 1000005165
PC68387	National Office Furniture Inc. 1600 Royal Street Jasper IN 47549 FEIN#: 63-0577594 VID#: 1100018050

Please be advised that the following Contractors have updated their Price Lists due to an error:

PC68303	Computer Comforts 367 Columbia Memorial Pkwy Kemah TX 77565-3187 FEIN#: 76-0463011 VID#: 1000009682
PC68383	Mity Lite Inc. 1301 W 400 N Orem UT 84057 FEIN#: 87-0652595 VID#: 1000009754
PC68401	Paragon Furniture LP 2224 E. Randol Mill Road Arlington TX 76011 FEIN#: 75-2968750

VID#: 1000045146

Please be advised that the following Contractor has updated their Authorized Dealer List due to an error:

PC68391	Nightingale Corporation 2301 Dixie Road Mississauga Ontario L4Y1Z9 FEIN#: 98-0383583 VIN#: 1000009839
PC68363	KFI Furniture 1533 Bank Street Louisville KY 40201 FEIN#: 81-2819355 VID#: 1100183926

OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

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

PC68352	Humanscale Corporation 220 Circle Drive North Piscataway, NJ 08854 FEIN#: 11-2793425 VID#: 1000005781
PC68383	Mity Lite Inc. 1301 W 400 N Orem, UT 84057 FEIN#: 87-0652595 VID#: 1000009754
PC68415	Senator International Inc. D/B/A Allermuir 4111 N. Jerome Road Maumee, OH 43537 FEIN#: 20-8744510 VID#: 1100016625
PC68420	Spacesaver Storage Systems D/B/A Spacesaver Corporation 1450 Janesville Ave Fort Atkinson, WI 53538 FEIN#: 39-1383557 VID#: 1100004184
PC68422	Special-T LLC 11820 Will Road, Suite 140 Alpharetta, GA 30009 FEIN#: 81-2612288 VID#: 1100208175
PC68427	Swiftspace Inc. 825 Trillium Drive Kitchener, ON N2R 1J9 FEIN#: 98-1118042 VID#: 1100174093
PC68435	Toledo Furniture Inc. PO Box 431 Stroudsburg, PA 18330 FEIN#: 22-3833777 VID#: 1100101398

Please be advised that the following Contractors have updated their Authorized Reseller List due to an error:

P68319 SB	Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings 1021 Allen Street Jamestown, NY 14701 FEIN#: 75-3065762 VID#: 1000009677
PC68345	Haworth, Inc. One Haworth Center Holland, MI 49423 FEIN#: 38-6053093 VID#: 1000009261

PC68362	Keilhauer LTD 1450 Birchmount Road Toronto, Ontario M1P2E3 Canada FEIN#: 98-1064108 VID#: 1100117545
PC68399	Palmer Hamilton, LLC 143 S. Jackson Street Elkhorn, WI 53121 FEIN#: 20-1201862 VID#: 1100046040

Please be advised that the following Contractors have updated their Pricing due to an error:

PC68328	Exemplis LLC D/B/A SitOnIt Seating, IDOEN, Symmetry 6415 Katella Avenue Cypress, CA 90630 FEIN#: 33-0697684 VID#: 1000009099
PC68401	Paragon Furniture LP 2224 E. Randol Mill Road Arlington, TX 76011 FEIN#: 75-2968750 VID#: 1000045146
PC68412 WBE SB	Seating, Inc. 60 N. State Street Nunda, NY 14517 FEIN#: 16-1344044 VID#: 1000008061

Please be advised that the following Contractor has revised their Contractor Information due to an error:

PC68335 WBE SB	Furniture Pro Corporation 6 Wayne Road Spring Valley, NY 10977-1407 FEIN#: 20-4425487 VID#: 1100044884
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OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

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

Please be advised that the following Contractor has updated their Authorized Reseller List due to an error:

PC68283	Arcadia Chair Company 5692 Fresca Drive LaPalma, CA 90623 FEIN#: 95-2981958 VID#: 1000042327
PC68357 SB	Interior Resources USA LLC 489-20 Johnson Avenue Bohemia, NY 11716 FEIN#: 11-3186747 VID#: 1000041478

Please be advised that the FAQ/How to Use has been updated.

OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:

<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

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

PC68340	Groupe Lacasse LLC 222 Merchandise Mart Plaza Suite 1042 Chicago IL 60654 FEIN#: 38-3504222 VID#: 1000009256
PC68345	Haworth Inc. One Haworth Center Holland MI 49423 FEIN#: 38-6053093 VID#: 1000009261
PC68362	Keilhauer LTD 1450 Birchmount Road Toronto Ontario M1P2E3 Canada FEIN#: 98-1064108 VID#: 1100117545
PC68363	KFI Furniture 1533 Bank Street Louisville KY 40201 FEIN#: 81-2819355 VID#: 1100183926
PC68382	Mitchell Furniture Systems Inc. 1700 West St. Paul Ave. Milwaukee WI 53233 FEIN#: 39-1720095 VID#: 1000057674
PC68391	Nightingale Corporation 2301 Dixie Road Mississauga Ontario L4Y1Z9 FEIN#: 98-0383583 VIN#: 1000009839
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating 149 Entin Road Clifton NJ 07014 FEIN#: 45-1215935 VID#: 1100019951
PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland NY 14572 FEIN#: 22-3887942 VID#: 1000008879

Please be advised that the following Contractors have revised their Price Lists due to an error:

PC68401	Paragon Furniture LP 2224 E. Randol Mill Road Arlington TX 76011 FEIN#: 75-2968750 VID#: 1000045146
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Please be advised that the following Contractor has updated their Authorized Reseller List due to an error:

PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 1000009331
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Please be advised that the following Contractors have updated their Contractor Information Page:

PC68278	Allseating Corporation 5800 Avebury Road – Unit 3 Mississauga ON L5R3M3 Canada FEIN#: 98-0110664 VID#: 1000009836
PC68287	Artopex, Inc. 800 Vadnais Street Granby, Quebec, Canada J2J1A7 FEIN#: 98-0149704 VID#: 1000045263
PC68408	Sauder Manufacturing Company D/B/A WIELAND Sauder Education and Butler Human Services 930 West Barre Road Archbold OH 43502 FEIN#: 34-4407705 VID#: 1000009140

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<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

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

PC68403	RT London Company 1642 Broadway Avenue, NW Grand Rapids, MI 49504 FEIN#: 38-2870949 VID#: 1100040958
PC68408	Sauder Manufacturing Company D/B/A WIELAND, Sauder Education, and Butler Human Services 930 West Barre Road Archbold, OH 43502 FEIN#: 34-4407705 VID#: 1000009140
PC68412 WBE SB	Seating Inc. 60 N. State Street Nunda, NY 14517 FEIN#: 16-1344044 VID#: 1000008061
PC68414	Sedia Systems Inc. D/B/A Sedia Systems 1820 West Hubbard Street, Suite 300 Chicago, IL 60622 FEIN#: 20-2278815 VID#: 1000052711
PC68418	Smith System Manufacturing Company Inc. 1714 East 14 th Street Plano, TX 75074 FEIN#: 41-1424908 VID#: 1100027322
PC68425	Steelcase Inc. 901 44 th Street SE Grand Rapids, MI 49508 FEIN#: 38-0819050 VID#: 1000009238
PC68429	Teknion LLC 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 FEIN#: 22-3785040 VID#: 1000008872
PC68438	Trendway Corporation 13467 Quincy Street Holland, MI 49424 FEIN#: 38-1864337 VID#: 1000009245

Please be advised that the following Contractors have revised their Price Lists:

PC68279	Allsteel Inc. 2210 Second Avenue Muscatine, IA 52761 FEIN#: 36-0717079 VID#: 1000009164
PC68301	Community Products LLC D/B/A Community Playthings 2032 Route 213 Rifton, NY 12471 FEIN#: 14-1803009 VID#: 1000014386

PC68336	Global Industries Inc. D/B/A Global Furniture Group 17 West Stow Road Marlton, NJ 08053 FEIN#: 52-0953534 VID#: 100009419
PC68364	Kimball Office Inc. 1600 Royal St Jasper, IN 47549 FEIN#: 35-1688210 VID#: 100009156
PC68390 WBE SB	Nickerson Corporation 11 Moffitt Boulevard Bay Shore, NY 11706 FEIN#: 06-0905538 VID#: 100005344
PC68407	Safco Products Co. 9300 West Research Center Road New Hope, MN 55428 FEIN#: 41-0911459 VID#: 1100039932
PC68411	School Outfitters LLC D/B/A School Outfitters 3736 Regent Avenue Cincinnati, OH 45212 FEIN#: 61-1341943 VID#: 1000018398
PC68425	Steelcase Inc. 901 44 th Street SE Grand Rapids, MI 49508 FEIN#: 38-0819050 VID#: 100009238

Please be advised that the following Contractor has updated their Authorized Reseller List:

PC68432	The HON Company 200 Oak Street Muscatine IA 52761 FEIN#: 42-1491474 VID#: 100009331
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Please be advised that the following Contractor has updated their Contractor Information Page:

PC68390 WBE SB	Nickerson Corporation 11 Moffitt Boulevard Bay Shore, NY 11706 FEIN#: 06-0905538 VID#: 100005344
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OGS will be announcing additional supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

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



Contract Award Notification Update

Subject: Furniture Award – Artopex Inc. and Supplemental Award Information

DATE: December 4, 2018 **AWARD #:** [23109](#) **GROUP #:** 20915

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

CONTRACT PERIOD: December 2, 2018 – December 1, 2023

CONTACT: Matthew Jones | 518-474-4163 | matthew.jones@ogs.ny.gov

CONTRACT NO.: PC68287 **CONTRACTOR:** Artopex Inc.

Please be advised that Artopex Inc., PC68287, previously noted as Award Pending, has been added to Award 23109. Please see the Contract Award for this and other updates pertaining to this Award:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

OGS will be announcing supplemental awards over the next several months and/or until all awards have been made. OGS will post all new Contractors and their information on the OGS website as new Contracts are awarded. New Contractor information will be posted on the OGS website:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>

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



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109	Contract Period	December 02, 2018 - December 01, 2023
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC69509	9to5 Seating LLC 3211 Jack Northrop Ave Hawthorne, CA 90250 FEIN#: 84-3720624 VID#: 1100263571	Contractor Information Pricing Information Authorized Dealer Listing
PC68274	A2S Inc. 400 Oser Avenue Suite 1650 Hauppauge, NY 11788 FEIN#: 30-1012200 VID#: 1100211002	Contractor Information Pricing Information Authorized Dealer Listing
PC68275 WBE SB	A.F.C. Industries Inc. 13-166 133 Place College Point, NY 11356 FEIN#: 11-3225387 VID#: 1100003175	Contractor Information Pricing Information Authorized Dealer Listing
PC68276	Affordable Interior Systems Inc. 25 Tucker Drive Leominster, MA 01453 FEIN#: 04-3489948 VID#: 1100059011	Contractor Information Pricing Information Authorized Dealer Listing
PC68277	Agati, Inc. 1219 W Lake Street Chicago, IL 60607 FEIN#: 36-3529331 VID#: 1000009198	Contractor Information Pricing Information Authorized Dealer Listing
PC68278	Allseating Corporation 5800 Avebury Road – Unit 3 Mississauga, ON L5R3M3 Canada FEIN#: 98-0110664 VID#: 1000009836	Contractor Information Pricing Information Authorized Dealer Listing
PC68279	Allsteel, Inc. 2210 Second Avenue Muscatine, IA 52761 FEIN#: 36-0717079 VID#: 1000009164	Contractor Information Pricing Information Authorized Dealer Listing
PC68280	Alumni Classroom Furniture, Inc. 210 Regina Street North Waterloo, Ontario N2J3B6 Canada FEIN#: 98-0619213 VID#: 1100097011	Contractor Information Pricing Information Authorized Dealer Listing
PC68281	Amcase, Inc. 2880 Ridgewood Park Drive Winston-Salem, NC 27107 FEIN#: 56-1443271 VID#: 1000009507	Contractor Information Pricing Information Authorized Dealer Listing
PC68282	AmTab Manufacturing Corporation 652 N. Highland Avenue Aurora, IL 60506 FEIN#: 20-5211622 VID#: 1100081030	Contractor Information Pricing Information Authorized Dealer Listing
PC68283	Arcadia Chair Company 5692 Fresca Drive LaPalma, CA 90623 FEIN#: 95-2981958 VID#: 1000042327	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109	Contract Period	December 02, 2018 - December 01, 2023
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68284	Arconas Corporation 5700 Keaton Crescent Mississauga, Ontario L5R3H5 FEIN#: 98-0212386 VID#: 1100021809	Contractor Information Pricing Information Authorized Dealer Listing
PC68285	ADI Art Design International, Inc. 3450 1 st Street Hubert, Quebec J3Y8Y5 Canada FEIN#: 10-0052893 VID#: 1100066655	Contractor Information Pricing Information Authorized Dealer Listing
PC68286	Artco-Bell Corporation 1302 Industrial Blvd Temple, TX 76504 FEIN#: 74-2236641 VID#: 1000057867	Contractor Information Pricing Information Authorized Dealer Listing
PC68287	Artopex, Inc. 800 Vadnais Street Granby, Quebec, Canada J2J1A7 FEIN#: 98-0149704 VID#: 1000045263	Contractor Information Pricing Information Authorized Dealer Listing
PC68288	ASSA Group D/B/A Enwork 12900 Christopher Drive Lowell, MI 49331 FEIN#: 20-4467006 VID#: 1100081192	Contractor Information Pricing Information Authorized Dealer Listing
PC68289	Aurora Storage Products, Inc. 600 S. Lake Street Aurora, IL 60506-5582 FEIN#: 27-3848171 VID#: 1100049311	Contractor Information Pricing Information Authorized Dealer listing
PC68290	Bay View Industries DBA Surfaceworks 7821 South 10 th Street Oak Creek, WI 53154 FEIN#: 39-0874653 VID #: 1100210979	Contractor Information Pricing Information Authorized Dealer Listing
PC68291	Biofit Engineered Products, Inc. 15500 Biofit Way Bowling Green, OH 43402 FEIN#: 52-1819340 VID#: 1000040912	Contractor Information Pricing Information Authorized Dealer Listing
PC68292	Blockhouse Company, Inc. 3285 Farmtrail Road York, PA 17406 FEIN#: 23-2105251 VID#: 1000008906	Contractor Information Pricing Information Authorized Dealer Listing
PC68293	Brodart Company 280 North Road McElhattan, PA 17748 FEIN#: 23-2248758 VID#: 1000008909	Contractor Information Pricing Information Authorized Dealer Listing
PC68294	Bush Industries Inc. One Mason Drive Jamestown, NY 14702 FEIN#: 16-0837346 VID#: 1100044518	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68296	Case Systems, Inc. 2700 James Savage Road Midland, MI 48642 FEIN#: 38-3139894 VID#: 1000009254	Contractor Information Pricing Information Authorized Dealer Listing
PC68491	CBT Supply Inc. 83 Jacobs Road Rockaway, NJ 07866 FEIN#: 52-2285066 VID#: 1000032062	Contractor Information Pricing Information Authorized Dealer Listing
PC68297	Claridge Products & Equipment, Inc. 601 Hwy 62-65 South Harrison, AR 72601-6148 FEIN#: 71-0302078 VID#: 1100005935	Contractor Information Pricing Information Authorized Dealer Listing
PC69588	Columbia Manufacturing Inc. 1 Cycle Street Westfield, MA 01085 FEIN#: 84-3228219 VID#: 1100271728	Contractor Information Pricing Information Authorized Dealer Listing
PC68300	Commercial Furniture Group, Inc. 810 West Highway 25-70 Newport, TN 37821 FEIN#: 43-0730877 VID#: 1100042354	Contractor Information Pricing Information Authorized Dealer Listing
PC68301	Community Products, LLC D/B/A Community Playthings 2032 Route 213 Rifton, NY 12471 FEIN#: 14-1803009 VID#: 1000014386	Contractor Information Pricing Information Authorized Dealer Listing
PC68303	Computer Comforts 367 Columbia Memorial Pkwy Kemah, TX 77565-3187 FEIN #: 76-0463011 VID #: 1000009682	Contractor Information Pricing Information Authorized Dealer Listing
PC68321	Concept Seating Government LLC 3205 N 124 th St Brookfield, WI 53029 FEIN#: 32-0395327 VID#: 1100110325	Contractor Information Pricing Information Authorized Dealer Listing
PC68306	DACO Limited Partnership D/B/A Dauphin North America 100 Fulton Street Boonton, NJ 07005 FEIN#: 22-3258679 VID#: 1000008829	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number:	23109	Contract Period December 02, 2018 - December 01, 2023

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68307 WB	DARRAN Furniture Industries, Inc. D/B/A DARRAN Furniture 2402 Shore Street High Point, NC 27263 FEIN#: 56-1171971 VID#: 1000009503	Contractor Information Pricing Information Authorized Dealer Listing
PC68308	Datum Filing Systems, Inc. D/B/A Datum Storage Solutions 89 Church Road Emigsville, PA 17318 FEIN#: 11-2156739 VID#: 1000005608	Contractor Information Pricing Information Authorized Dealer Listing
PC68310	DCI, Inc. 265 South Main Street Lisbon, NH 03585 FEIN#: 02-0353614 VID#: 1000010914	Contractor Information Pricing Information Information * Authorized Dealer Listing
PC68313	Demco Inc. 4810 Forest Run Road Madison, WI 53704 FEIN#: 39-1311089 VID#: 1000031618	Contractor Information Pricing Information Authorized Dealer Listing
PC68314	Ditto Sales, Inc. D/B/A Versteel 2332 Cathy Lane Jasper, IN 47546 FEIN#: 35-1176142 VID#: 1000009152	Contractor Information Pricing Information Authorized Dealer Listing
PC68315	Diversified Woodcrafts, Inc. 300 South Kreuger Street Suring, WI 54174 FEIN#: 39-1909150 VID#: 1000041367	Contractor Information Pricing Information Authorized Dealer Listing
PC68316	DSI Inc. D/B/A ofgo Studios 452 Millway Avenue Unit 2 Concord, ON L4K 3V7 FEIN#: 12-7487262 VID#: 1100213971	Contractor Information Pricing Information Authorized Dealer Listing
PC68319 SB	Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings 1021 Allen Street Jamestown, NY 14701 FEIN#: 75-3065762 VID#: 1000009677	Contractor Information Pricing Information Authorized Dealer Listing
PC68322	Environamics, Inc. 13935 South Point Blvd Charlotte, NC 28273 FEIN#: 56-1278052 VID#: 1100025228	Contractor Information Pricing Information Authorized Dealer Listing
PC68323	Ergo-Industrial Seating Systems, Inc. D/B/A Ergocentric Seating Systems, Inc. 275 Superior Blvd Mississauga, ON L5T 2L6 FEIN#: 98-0370491 VID#: 1100209576	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number:	23109	Contract Period December 02, 2018 - December 01, 2023

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68324	ErgoFlex Systems Inc. D/B/A Xybix Systems Inc. 8207 Southpark Circle Littleton CO 80120 FEIN#: 84-1174133 VID#: 1100041422	Contractor Information Pricing Information Authorized Dealer Listing
PC68325	ErgoGenesis Workplace Solutions, LLC 1 BodyBilt Place Navasota, TX 77868 FEIN#: 04-3719728 VID#: 1000020460	Contractor Information Pricing Information Authorized Dealer Listing
PC68326	Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard, CA 93030 FEIN#: 95-3669370 VID#: 1000009824	Contractor Information Pricing Information Authorized Dealer Listing
PC68332	ESI Ergonomic Solutions A Division of Fellowes, Inc. 4030 E. Quenton Drive Mesa, AZ 85215 FEIN#: 36-0770670 VID#: 1000031405	Contractor Information Pricing Information Authorized Dealer Listing
PC68327	Evans Consoles Incorporated 1577 Spring Hill Road, Suite 110 Vienna, VA 22182 FEIN#: 93-1118833 VID#: 1000049176	Contractor Information Pricing Information Authorized Dealer Listing
PC68328	Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry 6415 Katella Avenue Cypress, CA 90630 FEIN#: 33-0697684 VID#: 1000009099	Contractor Information Pricing Information Authorized Dealer Listing
PC68329	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co. 11206 Cosby Manor Road Utica, NY 13502 FEIN#: 15-0330340 VID#: 1000007320	Contractor Information Pricing Information Authorized Dealer Listing
PC68330	Fairway Holdings, Inc. D/B/A Berco Furniture Solutions 111 Winnebago St. St. Louis, MO 63118 FEIN#: 20-2516208 VID#: 1100092472	Contractor Information Pricing Information Authorized Dealer Listing
PC68333	Fleetwood Group 11832 James Street Holland, MI 49424 FEIN#: 38-1880634 VID#: 1100011628	Contractor Information Pricing Information Authorized Dealer Listing
PC68601	Foliot Furniture Pacific Inc. 7000 Placid Street Las Vegas, NV 89119 FEIN#: 42-1769776 VID#: 1100228940	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number:	23109	Contract Period December 02, 2018 - December 01, 2023

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68335 SB	Furniture Pro Corporation 6 Wayne Road Spring Valley, NY 10977-1407 FEIN#: 20-4425487 VID#: 1100044884	Contractor Information Pricing Information Authorized Dealer Listing
PC68336	Global Industries, Inc. D/B/A Global Furniture Group 17 West Stow Road Marlton, NJ 08053 FEIN#: 52-0953534 VID#: 1000009419	Contractor Information Pricing Information Authorized Dealer Listing
PC68337	Grand Rapids Chair Company 625 Chestnut SW Grand Rapids, MI 49503 FEIN#: 38-3249793 VID#: 1100050280	Contractor Information Pricing Information Authorized Dealer Listing
PC68340	Groupe Lacasse, LLC 222 Merchandise Mart Plaza, Suite 1042 Chicago, IL 60654 FEIN#: 38-3504222 VID#: 1000009256	Contractor Information Pricing Information Authorized Dealer Listing
PC68342	Hancock & Moore, LLC D/B/A Cabot Wrenn 401 11 th Street NW Hickory, NC 28601 FEIN#: 38-3974409 VID#: 1100157766	Contractor Information Pricing Information Authorized Dealer Listing
PC68344	Haskell Office, LLC 273 Montgomery Avenue Bala Cynwyd, PA 19004 FEIN#: 45-0468701 VID#: 1100042574	Contractor Information Pricing Information Authorized Dealer Listing
PC68345	Haworth, Inc. One Haworth Center Holland, MI 49423 FEIN#: 38-6053093 VID#: 1000009261	Contractor Information Pricing Information Authorized Dealer Listing
PC68347	Herman Miller, Inc. 855 East Main Avenue Zeeland, MI 49464 FEIN#: 38-0837640 VID#: 1000009239	Contractor Information Pricing Information Authorized Dealer Listing
PC68348	Hertz Furniture Systems, LLC 170 Williams Drive Suite 201 Ramsey, NJ 07446 FEIN#: 22-3795977 VID#: 1000008875	Contractor Information Pricing Information Authorized Dealer Listing
PC68349	Hickory Business Furniture 900 12 th Street Drive NW Hickory, NC 28601 FEIN#: 74-3255576 VID#: 1000034325	Contractor Information Pricing Information Authorized Dealer Listing
PC68350	High Point Furniture Industries, Inc. 1104 Bedford Street High Point, NC 27263 FEIN#: 56-0671724 VID#: 1000009499	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109	Contract Period	December 02, 2018 - December 01, 2023

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68351	HLF Furniture, Inc. 44001 Van Born Rd. Belleville, MI 48111 FEIN#: 38-2275260 VID#: 1100044770	Contractor Information Pricing Information Authorized Dealer Listing
PC68352	Humanscale Corporation 220 Circle Drive North Piscataway, NJ 08854 FEIN#: 11-2793425 VID#: 1000005781	Contractor Information Pricing Information *Authorized Dealer Listing
PC68353	IMF Solutions, LLC D/B/A Invincible Office Furniture Solutions 842 S. 26 th St. Manitowoc, WI 54220 FEIN#: 26-2618575 VID#: 1100041982	Contractor Information Pricing Information Authorized Dealer Listing
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture 1224 Mill St. Jasper, IN 47546 FEIN#: 35-0408870 VID#: 1100064886	Contractor Information Pricing Information Authorized Dealer Listing
PC68355 SB SUSPENDED	Inscape D/B/A Inscape Office Specialty 221 Lister Avenue Falconer, NY 14733 FEIN#: 51-0391804 VID#: 1000009402	Contractor Information Pricing Information Authorized Dealer Listing
PC68356	Integra, Inc. 807 Wisconsin Street Walworth, WI 53184 FEIN#: 39-1680798 VID#: 1000042465	Contractor Information Pricing Information Authorized Dealer Listing
PC68357 SB	Interior Resources USA LLC 3920 Veterans HWY, Suite 5B Bohemia, NY 11716 FEIN#: 82-3112367 VID#: 1100196993	Contractor Information Pricing Information Authorized Dealer Listing
PC68358	Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem 225 Clay St. Jasper, Indiana 47547-0231 FEIN#: 35-0420370 VID#: 1000009147	Contractor Information Pricing Information Authorized Dealer Listing
PC68359	John Savoy & Son, Inc. 300 Howard Street Montoursville, PA 17754 FEIN#: 24-0817525 VID#: 1000008973	Contractor Information Pricing Information Authorized Dealer Listing
PC68360	JonTi-Craft Inc. 171 Hwy 68 Wabasso, MN 56293 FEIN#: 41-1363704 VID#: 1000019658	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number:	23109	Contract Period December 02, 2018 - December 01, 2023

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68361	Kaplan Early Learning Company 1310 Lewisville-Clemmons Rd. Lewisville, NC 27023 FEIN#: 56-0935286 VID#: 1000009500	Contractor Information Pricing Information Authorized Dealer Listing
PC68362	Keilhauer LTD 1450 Birchmount Road Toronto, Ontario M1P2E3 Canada FEIN#: 98-1064108 VID#: 1100117545	Contractor Information Pricing Information Authorized Dealer Listing
PC68363	KFI Furniture LLC 1533 Bank Street Louisville, KY 40201 FEIN#: 81-2819355 VID#: 1100183926	Contractor Information Pricing Information Authorized Dealer Listing
PC68364	Kimball International Brands, Inc. 1600 Royal St Jasper, IN 47549 FEIN#: 35-1688210 VID#: 1000009156	Contractor Information Pricing Information Authorized Dealer Listing
PC68365	Knoll, Inc. 1235 Water Street East Greenville, PA 18041 FEIN#: 13-3873847 VID#: 1000006487	Contractor Information Pricing Information Authorized Dealer Listing
PC68366	KNU, LLC D/B/A La-Z-Boy Contract Furniture One Best Drive Ferdinand, IN 47532 FEIN#: 20-2599789 VID#: 1100106929	Contractor Information Pricing Information Authorized Dealer Listing
PC68367	Krueger International, Inc. D/B/A KI 1330 Bellevue Street Box 8100 Green Bay, WI 54308-8100 FEIN#: 39-1375589 VID#: 1000009272	Contractor Information Pricing Information Authorized Dealer Listing
PC68368	Krug, Inc. 421 Manitou Drive Kitchener, ON N2C 1L5 Canada FEIN#: 98-0205609 VID#: 1000009838	Contractor Information Pricing Information Authorized Dealer Listing
PC68369	Lakeshore Equipment Company D/B/A Lakeshore Learning Materials 2695 E Dominquez St Carson, CA 90895 FEIN#: 94-1525814 VID#: 1000009785	Contractor Information Pricing Information Authorized Dealer Listing
PC69524	Leeder Furniture LLC 927 S. 8 th Street, Suite 306 Manitowoc, WI 542 20 FEIN#: 87-2425774 VID#: 1100267003	Contractor Information Pricing Information Authorized Dealer Listing
PC68372	Leland International, Inc. 5695 Eagle Drive SE Grand Rapids, MI 49512 FEIN#: 38-3136374 VID#: 1100034477	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68373	Lesro Industries, Inc. One Griffin Road SouthBloomfield, CT 06002 FEIN#: 06-0898258 VID#: 1100101268	Contractor Information Pricing Information Authorized Dealer Listing
PC68374	Liat, LLC D/B/A Jasper Library Furniture 694 North Main St Troutman, NC 28166 FEIN#: 27-0375847 VID#: 1000044678	Contractor Information Pricing Information Authorized Dealer Listing
PC68375 SUSPENDED	Library Interiors, Inc. 35 Beaverson Boulevard, Suite 2CBrick, NJ 08723 FEIN#: 22-2589756 VID#: 1000008774	Contractor Information Pricing Information Authorized Dealer Listing
PC69555	Mediatechnologies, LLC 892 Industrial Park Drive Shelby, MI 49455 FEIN#: 87-3322331 VID#: 1100270665	Contractor Information Pricing Information Authorized Dealer Listing
PC68378	Mesa Contract Inc. 4750 Shelburne Road Shelburne, VT 05482 FEIN#: 03-0360066 VID#: 1000010971	Contractor Information Pricing Information Authorized Dealer Listing
PC68379	Metalworks, Inc. D/B/A Great Openings 902 4th Street Ludington, MI 49431 FEIN#: 38-1898020 VID#: 1100152810	Contractor Information Pricing Information Authorized Dealer Listing
PC68381	MiEN Company 2547 3 Mile Road NW Grand Rapids, MI 49534 FEIN#: 46-1451810 VID#: 1100209170	Contractor Information Pricing Information Authorized Dealer Listing
PC68382	Mitchell Furniture Systems, Inc. 1700 West St. Paul Ave. Milwaukee, WI 53233 FEIN#: 39-1720095 VID#: 1000057674	Contractor Information Pricing Information Authorized Dealer Listing
PC68383	Mity Lite, Inc. 1301 W 400 N Orem, UT 84057 FEIN#: 87-0652595 VID#: 1000009754	Contractor Information Pricing Information Authorized Dealer Listing
PC68384	Mobilier De Bureau Logiflex, Inc. D/B/A Logiflex 1235 CH ST-Roch Nord Sherbrooke, Quebec, J1N0H2, Canada FEIN#: 98-0196946 VID#: 1000005165	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: April 6, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: PC68385	23109	Contract Period December 02, 2018 - December 01, 2023
	ModuForm, Inc. 172 Industrial Road Fitchburg, MA 01420 FEIN#: 04-2592969 VID#: 1000005256	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109	Contract Period	December 02, 2018 - December 01, 2023
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68386	Montel Aetnastak, Inc. 1170 Highway A1A Satellite Beach, FL 32937 FEIN#: 59-3257672 VID#: 1000009576	Contractor Information Pricing Information Authorized Dealer Listing
PC68388 WB	Neutral Posture, Inc. 3904 N. Texas Avenue Bryan, TX 77803 FEIN#: 74-2983577 VID#: 1000009655	Contractor Information Pricing Information Authorized Dealer Listing
PC68389	New England Woodcraft Inc. 481 North Street Forest Dale VT 05745 FEIN#: 03-0265306 VID#: 1100010708	Contractor Information Pricing Information Authorized Dealer Listing
PC69556	Nickerson NY, LLC 11 Moffitt Boulevard Bay Shore, NY 11706 FEIN#: 06-0905538 VID#: 1000005344	Contractor Information Pricing Information Authorized Dealer Listing
PC68391	Nightingale Corporation 2301 Dixie Road Mississauga, Ontario L4Y1Z9 FEIN#: 98-0383583 VIN#: 1000009839	Contractor Information Pricing Information Authorized Dealer Listing
PC68392	Norix Group, Inc. One Innovation Drive West Chicago, IL 60185 FEIN#: 36-3257149 VID#: 1000009196	Contractor Information Pricing Information Authorized Dealer Listing
PC68394	NOVA Solutions Inc. 421 West Industrial Avenue Effingham, IL 62401 FEIN#: 37-1343933 VID#: 1000009228	Contractor Information Pricing Information Authorized Dealer Listing
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating 149 Entin Road Clifton, NJ 07014 FEIN#: 45-1215935 VID#: 1100019951	Contractor Information Pricing Information Authorized Dealer Listing
PC68396	Office Master, Inc. 1110 South Mildred Avenue Ontario, CA 91761 FEIN#: 33-0151691 VID#: 1100037288	Contractor Information Pricing Information Authorized Dealer Listing
PC68397	OFS Brands, Inc. 1204 E 6 th Street Huntingburg, IN 47542 FEIN#: 30-0056548 VID#: 1000009065	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number:	23109	Contract Period December 02, 2018 - December 01, 2023

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68399	Palmer Hamilton, LLC 143 S. Jackson Street Elkhorn, WI 53121 FEIN#: 20-1201862 VID#: 1100046040	Contractor Information Pricing Information Authorized Dealer Listing
PC68400	Palmieri Furniture Limited 1230 Reid Street Richmond Hill, ON L4B 1C4 Canada FEIN#: 10-4055066 VID#: 1100014358	Contractor Information Pricing Information Authorized Dealer Listing
PC68401	Paragon Furniture, LP 2224 E. Randol Mill Road Arlington, TX 76011 FEIN#: 75-2968750 VID#: 1000045146	Contractor Information Pricing Information Authorized Dealer Listing
PC68402	PS Furniture Inc. 3270 Blazer Parkway – Suite 102 Lexington, KY 40509 FEIN#: 25-1590625 VID#: 1000042271	Contractor Information Pricing Information Authorized Dealer Listing
PC68404	Rapp Productions Inc. D/B/A FurnitureLab 103 W. Weaver Street Carrboro, NC 27510 FEIN#: 56-1806405 VID#: 1100043404	Contractor Information Pricing Information Authorized Dealer Listing
PC68405 SB	Raynor Marketing LTD D/B/A Eurotech Seating 525 Hempstead Turnpike West Hempstead, NY 11552 FEIN#: 11-2510441 VID#: 1100043335	Contractor Information Pricing Information Authorized Dealer Listing
PC68403	R.T. London Company 1642 Broadway Avenue, NW Grand Rapids, MI 49504 FEIN#: 38-2870949 VID#: 1100040958	Contractor Information Pricing Information Authorized Dealer Listing
PC68406	Russ Bassett Corporation 8189 Byron Road Whittier, CA 90606 FEIN#: 95-4113430 VID#: 1000032926	Contractor Information Pricing Information Authorized Dealer Listing
PC68407	Safco Products Company 9300 West Research Center Road New Hope, MN 55428 FEIN#: 41-0911459 VID#: 1100039932	Contractor Information Pricing Information Authorized Dealer Listing
PC68408	Sauder Manufacturing Company D/B/A WIELAND, Sauder Education, and Butler Human Services 930 West Barre Road Archbold, OH 43502 FEIN#: 34-4407705 VID#: 1000009140	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number:	23109	Contract Period December 02, 2018 - December 01, 2023

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68409	Scholar Craft Products, Inc. One Scholar Craft Parkway Birmingham, AL 35217 FEIN#: 63-0835284 VID#: 1000009610	Contractor Information Pricing Information Authorized Dealer Listing
PC68411	School Outfitters, LLC D/B/A School Outfitters 3736 Regent Avenue Cincinnati, OH 45212 FEIN#: 61-1341943 VID#: 0001663227	Contractor Information Pricing Information Authorized Dealer Listing
PC69390	School Specialty, LLC 100 Paragon Parkway Mansfield, OH 44903 FEIN#: 85-2162684 VID#: 1100257675	Contractor Information Pricing Information Authorized Dealer Listing
PC68412 WB SB	Seating, Inc. 60 N. State Street Nunda, NY 14517 FEIN#: 16-1344044 VID#: 1000008061	Contractor Information Pricing Information Authorized Dealer Listing
PC68414	Sedia Systems, Inc. D/B/A Sedia Systems 1820 West Hubbard Street, Suite 300 Chicago, IL 60622 FEIN#: 20-2278815 VID#: 1000052711	Contractor Information Pricing Information Authorized Dealer Listing
PC68415	Senator International Inc D/B/A Allermuir 4111 N. Jerome Road Maumee, OH 43537 FEIN#: 20-8744510 VID#: 1100016625	Contractor Information Pricing Information Authorized Dealer Listing
PC68416	SICO America, Inc. 7525 Cahill Road Minneapolis, MN 55439 FEIN#: 41-1763365 VID#: 1100004186	Contractor Information Pricing Information Authorized Dealer Listing
PC68418	Smith System Manufacturing Company, Inc. 1150 Luna Rd Carrollton, TX 75006 FEIN#: 41-1424908 VID#: 1100027322	Contractor Information Pricing Information Authorized Dealer Listing
PC68419	Source International Corp. 17 Gilmore Drive Sutton, MA 01590 FEIN#: 04-2752053 VID#: 1000005264	Contractor Information Pricing Information Authorized Dealer Listing
PC68420	Spacesaver Storage Systems D/B/A Spacesaver Corporation 1450 Janesville Ave Fort Atkinson, WI53538 FEIN#: 39-1383557 VID#: 1100004184	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109	Contract Period	December 02, 2018 - December 01, 2023
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68421	Spec Furniture, Inc. 165 City View Drive Toronto, Ontario M9W5B1 Canada FEIN#: 98-0171352 VID#: 1000049183	Contractor Information Pricing Information Authorized Dealer Listing
PC68422	Special-T LLC 11820 Will Road, Suite 140 Alpharetta, GA 30009 FEIN#: 81-2612288 VID#: 1100208175	Contractor Information Pricing Information Authorized Dealer Listing
PC68423	Spectrum Industries, Inc. 925 First Avenue Chippewa Falls, WI 54729-0400 FEIN#: 39-1094074 VID#: 1000009267	Contractor Information Pricing Information Authorized Dealer Listing
PC68424	Stance Healthcare, Inc. 45 Goodrich Drive Kitchener, ON N2C 0B8 FEIN#: 98-1053988 VID#: 1100218541	Contractor Information Pricing Information Authorized Dealer Listing
PC68425	Steelcase, Inc. 901 44 th Street SE Grand Rapids, MI 49508 FEIN#: 38-0819050 VID#: 1000009238	Contractor Information Pricing Information Authorized Dealer Listing
PC68426	Stylex, Inc. PO Box 5038 Delanco, NJ 08075 FEIN#: 21-0632589 VID#: 1000008694	Contractor Information Pricing Information Authorized Dealer Listing
PC68427	Swiftspace Inc. 925 Trillium Drive Kitchener, ON N2R 1J9 FEIN#: 98-1118042 VID#: 1100174093	Contractor Information Pricing Information Authorized Dealer Listing
PC68428	TAB Products Co, LLC 605 Fourth Street Mayville, WI 53050 FEIN#: 52-2390162 VID#: 1000040933	Contractor Information Pricing Information Authorized Dealer Listing
PC68429	Teknion, LLC 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 FEIN#: 22-3785040 VID#: 1000008872	Contractor Information Pricing Information Authorized Dealer Listing
PC68430	Tesco Industries, LP 1035 East Hacienda Bellville, TX 77418 FEIN#: 74-1850608 VID#: 1000057866	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland, NY 14572 FEIN#: 22-3887942 VID#: 100008879	Contractor Information Pricing Information Authorized Dealer Listing
PC68432	The HON Company 200 Oak Street Muscatine, IA 52761 FEIN#: 42-1491474 VID#: 1000009331	Contractor Information Pricing Information Authorized Dealer Listing
PC68434	TMC Furniture, Inc. 119 East Ann Street Ann Arbor, MI 48104 FEIN#: 38-3430617 VID#: 1100067261	Contractor Information Pricing Information Authorized Dealer Listing
PC68435	Toledo Furniture Inc. PO Box 431 Stroudsburg, PA 18330 FEIN#: 22-3833777 VID#: 1100101398	Contractor Information Pricing Information Authorized Dealer Listing
PC68436	Transformations by Wieland, Inc. D/B/A Transformations Furniture 310 Racquet Drive Fort Wayne, IN 46825 FEIN#: 35-2014386 VID#: 1000053000	Contractor Information Pricing Information Authorized Dealer Listing
PC68438	Trendway Corporation 13467 Quincy Street Holland, MI 49424 FEIN#: 38-1864337 VID#: 1000009245	Contractor Information Pricing Information Authorized Dealer Listing
PC68439	Trinity Furniture, Inc. 6089 Kennedy Road Trinity, NC 27370 FEIN#: 56-1414163 VID#: 1100045809	Contractor Information Pricing Information Authorized Dealer Listing
PC68440	Tristate Apartment Furnishers, LLC 431 Timpson Place Bronx, NY 10455 FEIN#: 13-4018400 VID#: 1100109431	Contractor Information Pricing Information Authorized Dealer Listing
PC68441 SB	United Supply Corporation 250 44 th Street Brooklyn, NY 11232 FEIN#: 11-3309950 VID#: 1000024756	Contractor Information Pricing Information Authorized Dealer Listing
PC68444	VS America, Inc. 1940 Abbott Street Charlotte, NC 28203 FEIN#: 51-0469322 VID#: 1100042617	Contractor Information Pricing Information Authorized Dealer Listing
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench 507 E. Grant Street Thorp, WI 54771 FEIN#: 81-4729294 VID#: 1100213951	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68446	Workrite Ergonomics Canada, Inc. 950 Warden Avenue Toronto, ON M1L4E3 Canada FEIN#: 98-1318097 VID#: 1100176285	Contractor Information Pricing Information Authorized Reseller Listing
PC68447	Wright Line, LLC 160 Gold Star Boulevard Worcester, MA 01606 FEIN#: 03-0471268 VID#: 1000005229	Contractor Information Pricing Information Authorized Dealer Listing
PC68448	Young Equipment Solutions, Inc. 325 Rabro Drive Hauppauge, NY 11788 FEIN#: 11-2803327 VID#: 1000011915	Contractor Information Pricing Information Authorized Dealer Listing

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|---|--|
| 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.

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

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
A2S Inc.	X		X			X	X	X		X
A.F.C. Industries Inc.	X	X					X	X		X
Affordable Interior Systems Inc.	X		X		X	X	X	X	X	X
Agati Inc.			X			X	X	X		
Allseating Corp.	X	X				X	X	X	X	
Allsteel Inc.	X		X			X	X	X	X	X
Alumni Classroom Furniture Inc.			X			X		X		
Amcase Inc.	X	X	X			X	X	X		X
AmTab Manufacturing Corporation								X		
Arcadia Chair Company	X						X		X	
Arconas Corporation						X		X	X	
ADI Art Design International, Inc.	X	X			X	X	X	X	X	
Artco-Bell Corporation	X		X				X	X		
Artopex Inc.	X	X	X			X	X	X	X	X
ASSA Group D/B/A Enwork	X		X			X	X	X		X
Aurora Storage					X		X			
Bay View Industries Inc. D/B/A SurfaceWorks	X	X	X		X	X	X	X		X
Biofit Engineered Products Inc.			X			X	X	X	X	
Blockhouse Company Inc.	X	X	X		X	X			X	
Brodart Co.	X					X	X			
Bush Industries Inc.	X						X	X		
Case Systems Inc.			X			X	X	X		X
CBT Supply Inc.	X	X	X			X	X	X		
Claridge Products & Equipment Inc.	X							X		X
Cycle Street Manufacturing, Inc. D/B/A Columbia Manufacturing								X		
Commercial Furniture Group Inc.	X		X			X	X	X	X	X
Community Products D/B/A Community Playthings								X		
Computer Comforts Inc.	X		X			X		X		
Concept Seating Government LLC									X	
9to5 Seating LLC					X	X	X	X	X	
Daco Limited Partnership D/B/A Dauphin and Valo	X		X		X	X	X	X	X	
DARRAN Furniture Industries Inc.	X	X	X		X		X			X
Datum Filing Systems Inc. D/B/A Datum Storage Solutions		X	X	X		X	X	X		
DCI Inc.		X			X					
Demco Inc.		X				X	X	X		
Ditto Sales Inc.	X	X	X		X	X	X	X	X	
Diversified Woodcrafts Inc.	X	X	X	X		X	X	X		X

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

DSI Inc. D/B/A ofgo Studios	X	X	X				X	X		
Eminence Group Inc. D/B/A Colecraft Commercial Furnishings	X	X	X		X	X	X	X		
Environamics Inc.										X
Ergo-Industrial Seating Systems Inc.	X		X			X	X	X	X	
ErgoGenesis Workplace Solutions LLC							X		X	
ErgoFlex Systems Inc. D/B/A Xybix Systems Inc.							X			X
Ergonom Corporation D/B/A ERG International	X	X	X		X	X	X	X	X	
ESI Ergonomic Solutions A Division of Fellowes, Inc.	X	X				X	X	X		
Evans Consoles Incorporated	X		X				X			
Exemplis LLC	X	X	X		X	X	X	X	X	
F. E. Hale Mfg. Co.						X	X			
Fairway Holdings, Inc. D/B/A Berco Furniture Solutions	X		X			X	X	X		
Fleetwood Group Inc.	X		X			X	X	X		
Foliot Furniture Pacific		X								
Furniture Pro Corporation	X	X	X	X	X	X	X	X	X	X
Global Industries, Inc.	X	X	X		X	X	X	X	X	X
Grand Rapids Chair Company	X	X	X		X	X		X		
Groupe Lacasse LLC	X		X			X	X	X	X	X
Hancock & Moore, LLC D/B/A Cabot Wrenn	X	X	X		X	X	X		X	
Haskell Office, LLC	X		X			X	X	X	X	
Haworth Inc.	X	X	X		X	X	X	X	X	X
Herman Miller Inc.	X	X	X		X	X	X	X	X	X
Hertz Furniture Systems, LLC			X			X	X	X		
Hickory Business Furniture LLC	X		X				X			
High Point Furniture Industries Inc.	X	X	X		X	X	X	X	X	
HLF Furniture	X					X	X			X
Humanscale Corporation	X		X				X	X		X
IMF Solutions LLC D/B/A Invincible	X		X			X	X	X		X
Indiana Furniture	X		X			X	X		X	
Inscape D/B/A Inscape Office Specialty						X	X	X		X
Integra Inc.		X	X		X	X	X		X	
Interior Resources	X	X	X		X	X		X		
Jasper Seating Company Inc.	X		X			X	X	X	X	X
John Savoy and Sons Inc.	X	X	X							
JonTi-Craft Inc.								X		
Kaplan Early Learning Company								X		
Keihauer LTD	X	X	X		X	X	X	X	X	
KFI Furniture LLC	X		X				X	X	X	
Kimball International Brancs, Inc.	X	X	X			X	X	X	X	X
Knoll Inc.	X	X	X		X	X	X	X		X

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

KNU D/B/A La-Z-Boy		X	X				X		X	
Krueger International Inc.	X	X	X			X	X	X	X	X
Krug Inc.	X	X	X		X	X	X	X	X	
Lakeshore Equipment Company D/B/A Lakeshore Learning Materials								X		
Leeder Furniture LLC		X								
Leland International Inc.	X	X	X		X	X	X	X	X	
Lesro Industries Inc.	X						X			
LIAT LLC						X				
Mediatechnologies, LLC	X		X			X	X	X		
Mesa Contract Inc.							X			
Metalworks Inc. D/B/A Great Openings		X			X	X	X	X		
MiEN Company	X	X	X		X	X	X	X	X	
Mitchell Furniture Systems Inc.	X		X			X	X	X		
Mity Lite Inc.	X	X	X			X	X	X		
Mobilier du Bureau Logiflex	X	X	X			X	X	X	X	
Moduform Inc.		X	X		X	X	X		X	
Montel Aetnastak Inc.				X		X	X			
Neutral Posture Inc.	X		X			X	X		X	X
New England Woodcraft Inc.		X	X		X					
Nickerson NY, LLC.	X		X			X	X	X	X	X
Nightingale Corporation	X				X	X	X	X	X	
Norix Group Inc.	X	X	X		X	X	X	X	X	
NOVA Solutions Inc.	X		X			X		X		
NPS Public Furniture Corporation D/B/A National Public Seating	X		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	X	
Palmer Hamilton LLC	X	X	X			X	X	X		
Palmieri Furniture Limited						X				
Paragon Furniture			X			X	X		X	
PS Furniture Inc.			X		X		X	X		X
Rapp Productions Inc. D/B/A Furniture Lab	X	X	X			X	X	X	X	
Raynor Marketing LTD D/B/A Eurotech Seating	X						X	X	X	
RT London	X	X	X		X	X	X	X	X	
Russ Bassett Corporation	X						X			X
Safco Products Co.	X		X	X		X	X	X	X	X
Sauder Manufacturing Co.	X	X	X		X	X	X	X	X	
Scholar Craft Products, Inc.								X		
School Outfitters, LLC	X		X			X	X	X	X	X
School Specialty, LLC			X				X	X		

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

Seating Inc.	X	X	X		X	X	X	X	X	
Sedia Systems Inc.			X					X	X	
Senator International Inc.	X	X	X		X	X	X	X	X	X
SICO America Inc.	X		X					X		
Smith System Manufacturing Company Inc.								X		
Source International Corp.	X	X			X	X	X	X	X	
Spacesaver Storage Systems Inc.				X		X	X			
Spec Furniture Inc.	X	X	X			X	X	X	X	
Special-T LLC	X		X			X	X	X		
Spectrum Industries Inc.	X		X			X		X		
Stance Healthcare Inc.	X	X	X				X		X	
Steelcase Inc.	X	X	X		X	X	X	X	X	X
Stylex	X	X	X			X	X		X	
Swiftspace Inc.	X		X			X	X	X		X
TAB Products Co LLC				X						
Teknion LLC	X	X	X		X	X	X	X	X	X
Tesco Industries LP	X					X				
The Gunlocke Company LLC	X		X				X			
The HON Company LLC	X		X			X	X	X	X	X
TMC Furniture Inc.	X	X	X		X	X	X	X		
Toledo Furniture Inc.	X	X	X			X	X	X		X
Transformations by Wieland Inc. D/B/A Transformations Furniture		X	X		X	X	X	X	X	
Trendway Corporation	X		X			X	X	X	X	X
Trinity Furniture Inc. D/B/A Furniture Manufacturer	X	X			X	X	X		X	
Tristate Apartment Furnishers LLC	X	X	X		X	X	X			
United Supply Corporation	X	X	X	X	X	X	X	X	X	X
VS America Inc.	X		X			X	X	X	X	
WB Manufacturing LLC D/B/A Wisconsin Bench			X	X		X	X	X		
Workrite Ergonomics Canada	X						X	X		
Wright Line, LLC	X			X			X			X
Young Equipment Solutions Inc.								X		

**Frequently Asked Questions / How To Use
Award 23109
Furniture-All Types (except Hospital and Patient Handling) -Statewide**

Authorized Users of this Award are strongly encouraged to read the contract terms and conditions in their entirety to gain an understanding of requirements for both the Contractors and Authorized Users. Below is a brief listing of Questions & Answers (Q&A's) to facilitate the use of the Furniture Contract.

PLEASE NOTE: It is the intent of this contract to provide products within the Product Categories listed below. Any items not within the scope of this award are excluded, for example: medical furniture, refurbished items, remanufactured products, etc.

Product Categories:

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

Question: Contact - Who is the OGS contact for this contract award?

Answer: Rachael Smelyansky, Contract Management Specialist 1
NYS Office of General Services
Procurement Services
Corning Tower, 38th Floor
Empire State Plaza
Albany New York 12242
Phone: 518-473-2961
E-mail: OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov

Question: Product Categories - What Product Categories are offered under this Award and what Contractor offers which categories?

Answer: The Product Categories are listed above as well as within the Contract Award Notification (CAN) document. Additionally, a matrix is provided in the CAN that lists each Contractor and their corresponding Product Categories, which can be found at:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> click on link Award Document.

Question: What discount is each Contractor offering? Is there a minimum order? Is there an inside delivery fee? Are volume discounts offered? Do Contractors accept the NYS PCard? Are there restocking fees?

Answer: Information pertaining to discounts, minimum order requirements, inside delivery fees and more can be found on the Contract Award Notice page at:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM>. Click on the "Contractor Information and Terms and Conditions" link to download the Excel spreadsheet which contains information for each Contractor - Click on the appropriate Contractor and

each Contractors specific information will be outlined. This information is also located on the link labeled “Contractor Information and Terms and Conditions”.

Question: Are Contractors designated as being either Minority and/or Women Owned Business (MWBE)?

Answer: Yes – but only if Contractors are registered with the NYS Empire State Development’s Division of Minority and Women’s Owned Business Development (DMWBD) – they are required to be a “NYS Certified MWBE.”

Question: Are Contractors designated as being Service-Disabled Veteran-Owned Businesses?

Answer: Yes – but only if Contractors are registered with the New York State Office of General Services Division of Service-Disabled Veterans’ Business Development.

Question: Price List Updates - How often can a Contractor’s Price List be updated?

Answer: As outlined in Solicitation 23109, the price list submitted with the bid shall remain in effect for one year after the Bid Opening Date. After that time, Contractors may submit a new RETAIL price list once per year thereafter, during the Contract term or extension, beginning on or around the anniversary of the Bid Opening Date, as determined solely by OGS Procurement Services. Price List Updates will become effective when they have been reviewed and approved by OGS and published on the OGS website.

Question: Price List Update Submittal - How should the Price List Update be submitted?

Answer: Contractors shall adhere to the instructions in Attachment 11 – *Price List Update Guide*, and use the provided Appendix C - *Contract Modification Procedure* for all price adjustment requests. Price Lists shall contain an “effective date” and if there are any exclusions listed within the Price List, they should be clearly noted in a SEPARATE correspondence. Contractors will be notified by our office regarding the specifics for Price List Updates. These notifications will be sent via email to the addresses located in our published award documents. Contractors will be given a short time period to submit their updated Price Lists. Contractors may only update their Price Lists during this designated time period as specified by OGS. The Contractor will submit a complete replacement Price List. When a Price List update is approved, the previously-posted Price List will be removed from the OGS website in its entirety.

Question: Installation - Is Installation covered under this Award?

Answer: No – Installation is **NOT** covered under this Award. Installation of products such as Systems Furniture, High Density Filing Systems, etc., shall be handled by the ordering agency according to their Purchasing Guidelines and Discretionary Limits, and shall comply with wage and labor rates, all state and local codes and public works guidelines, if applicable.

Question: Acceptance of Purchase Orders & Payment - Are Authorized Resellers allowed to accept Purchase Orders and receive Payments?

Answer: OGS agrees to permit Contractors to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Award.

Please Note: ALL Authorized Resellers, regardless of the level of service provided, must be approved in advance by OGS and listed on the OGS website.

Question: Reporting Problems - Is there a way to report problems to the Office of General Services associated with the products ordered from the Furniture Award?

Answer: Yes – Contact the Contract Manager listed on the front page of this document with any problems/concerns encountered when using the Furniture Award.

Question: Updating Contact Information - Are Contractors required to contact OGS directly with any contract information changes (i.e., contact name, email address, company address, phone #, website, etc.)?

Answer: Yes – It is the Contractor's responsibility to reach out to the Contract Manager to ensure that the most current information is listed on the Award.

Question: Verifying Pricing - Is the Authorized User required to verify pricing on products ordered?

Answer: Yes – As with any centralized Award, Authorized Users should verify the price charged and the discount offered when ordering by comparing quotes against the current posted_Price List. When the invoice is received, Authorized Users should then verify that the invoice reflects the prices listed in the Price List in use at the time of the order. Any discrepancies must be brought to the Contractor's attention within five business days.

Question: Negotiating Better Discounts - Are Authorized Users allowed to negotiate better discounts (lower prices) for the product lines they are interested in purchasing?

Answer: Yes – Authorized Users are STRONGLY ENCOURAGED to negotiate better discounts from any Contractor listed under this Award. Buyers are also encouraged to shop several different product lines to ensure that they are getting the BEST VALUE for New York State.

Question: If a Contractor has both an Excel Price List and a catalog Price List posted, which one do I use?

Answer: The Excel Price List takes precedence over the catalog for pricing and items. If an item is listed in the catalog, but NOT in the Excel spreadsheet, it may not be sold under the Contract.

Question: Can I custom order furniture that is not listed within a Contractor's Price List?

Answer: No. If an item is not included within a Contractor's posted Price List, it may not be sold under their OGS Contract.

Question: Are design services included under this Award?

Answer: Contractors may offer to assist Authorized Users to determine what best meets their needs, however, they may NOT charge a fee, as design services are not included in this Award.

Question: If an item does not show a list price how will I know what I should be charged?

Answer: Any item that does not show a list price on a Contractor's Price List may not be sold under their Contract. Please contact the OGS contract administrator should you find an item that does not have a list price.

Question: Some Price Lists show EO4 information, while others do not. Why?

Answer: Contractors are strongly encouraged to provide EO4 information for their offerings; however, OGS does not require the information to be listed on their Price List. Additionally, if the Contractor did not include EO4 information in an Excel Price List, the columns will not show to enable improved viewing. Authorized Users are encouraged to contact the Contractor to inquire as to whether their items meet EO4 requirements.

Question: Invoices and Payment - What information MUST be included on the Contractor's invoice for payment to be made through the Statewide Financial System (SFS)?

Answer: To ensure payments are made in a timely manner, invoices must include the Purchase Order Number, Contract Number and New York State Vendor ID number. The invoice must also include an Invoice Number and clearly identify the entity receiving the products. In addition, the following fields should also be included: Order Date, SKU Number and/or Description, and NYS Net Delivered Price.

Question: Inside Delivery - What does Inside Delivery include?

Answer: 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, leaving ready for use and the removal of debris.

Question: Sales Report - Is there a particular reporting template that Contractors should use to Report Sales to OGS?

Answer: Yes – Contractors are required to use the “Report of Contract Purchases,” template. All fields of information shall be accurate and complete. The report is to be submitted electronically, in Microsoft Excel 2007 or newer, (or as otherwise directed by OGS), via email to the attention of the Contract Manager, and shall reference the Group Number, Award Number, Contract Number, Sales Reporting Period, and Contractor's Name. The Sales Report template can be accessed at the OGS Furniture website at: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109CAN.HTM> click on the link titled “Report of Contract Purchases.”

Question: Sales Report Periods and Due Dates - What time periods should Contractors be capturing for the Report of Contract Purchases, when are they due, and who should they be emailed to?

Answer: Contractors shall submit their Report of Contract Purchases (sales reports) to the Contract Manager, semi-annually, (every six months). The reporting dates will be:

1. **January 1 through June 30**
2. **July 1 through December 31**

Please Note: Contractor **sales reports must be current in order to be eligible for a Price List Update.** Sales reports are due **NO LATER THAN 45 DAYS** after the end of the reporting period. Please note that revised, reformatted and altered sales reports will **NOT** be accepted, and will be returned for corrections. Only the provided Sales Report template will be used.

Question: Resellers and Sales Reports - If a Contractor is using Authorized Resellers under this Award, are the Resellers required to submit reports directly to OGS or is the Contractor responsible for sending in all reports?

Answer: Contractors shall collect and submit **ONE** Sales Report to OGS for **ALL Authorized Resellers' sales made under their Contract. NOTE: Contractor sales made outside of this Award do NOT need to be included in their Report of Contract Sales. Only sales made under their OGS Contract should be reported.**

Question: Authorized Reseller Updates - Are Contractors able to modify their Authorized Reseller List, and if so, how should modifications be requested?

Answer: Yes – If Contractors allow Authorized Resellers to participate in the Contract (to accept orders and/or direct payment), requests to add, delete or modify Authorized Reseller List information must be submitted to OGS for prior approval. Such requests should be sent to the Contract Manager referenced on the front page of this document. Contractors must use the Authorized Reseller List as posted on the OGS website as the starting point for any Authorized Reseller revision. Please be aware that if an Authorized Reseller does not have a valid NYS Vendor Identification Number, then they are not able to accept direct payment, and in addition, they are not permitted to be listed on the Authorized Reseller List.

Due to the large number of Contractors on this Furniture Award, Contractors will be allowed to update their Authorized Reseller List information only once per calendar quarter - see below:

Authorized Reseller List Quarterly Submittal Due Dates
April 1 to April 15, 2019
July 1 to July 15, 2019
October 1 to October 15, 2019
January 1 to January 15, 2020
April 1 to April 15, 2020
July 1 to July 15, 2020
October 1 to October 15, 2020
January 1 to January 15, 2021
April 1 to April 15, 2021
July 1 to July 15, 2021
October 1 to October 15, 2021
January 1 to January 15, 2022
April 1 to April 15, 2022
July 1 to July 15, 2022
October 1 to October 15, 2022
January 1 to January 15, 2023
April 1 to April 15, 2023

Question: Requesting a NYS Vendor ID # - If a Contractor would like to add an Authorized Reseller but the Reseller does not have a valid NYS Vendor Identification Number, what is the process for requesting one?

Answer: NYS Vendor Identification Numbers (VIN#s) can be obtained by submitting an Office of State Comptroller (OSC) **Substitute W-9** form to the Contract Manager referenced on the front page of this document. The form can be found at the following link:
http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf.

The Office of General Services will initiate the vendor registration process. Once the process is initiated, registrants will receive an email from Office of State Comptroller (OSC) that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

Question: Contract vs. Non-Contract Items – If an item is not listed on a Contractors OGS Price List, can it be purchased from this Award?

Answer: No. Only items listed on a Contractor's posted OGS Price List may be purchased under this Award. Authorized User's that wish to purchase a non-contract item along with a contract item, may do so on the same Purchase Order, but MUST clearly note which items are Contract Items, and which items are not. Contractors may, though are not required to, extend the same discounts, if they choose, to non-contract orders.

Question: Shipping Charges - Can Contractors charge separate shipping/freight charges?

Answer: No. All shipping charges are included in the Contractor's Contract price (shipping is FOB Destination). Contractors may NOT charge additional shipping/freight fees under this Award.

Question: Additional Fees or Charges – Can Contractors charge any additional fees or charges such as tariff charges or “government-mandated” charges and/or fees?

Answer: No. Per the Solicitation, the price shall include all customs, duties, and charges and be 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 or agency personnel to remove the load without entering the truck.

Question: Quotes. Can any company provide a quote or an invoice for a Contract purchase?

Answer: No. Only Contractors listed on the OGS website may provide quotes or invoices. Please ensure that the Contractor is listed on the OGS website.

Please contact the OGS Contract Administrator should you have questions pertaining to this Award.



Solicitation (Revised July 13, 2018)

**BIDS SHALL BE SENT TO THE ADDRESS LISTED IN SECTION 3.12 ONLY
(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

BID OPENING DATE: Tuesday, August 14, 2018 TIME: 11:00 A.M. ET		TITLE: GROUP 20915 – Furniture, All Types (except Hospital Room and Patient Handling) (Statewide) Classification Code 56:		
SOLICITATION NUMBER: 23109		SPECIFICATION REFERENCE: As Incorporated Herein		
CONTRACT PERIOD: To Be Determined				
DESIGNATED CONTACTS: In accordance with the Procurement Lobbying Law [State Finance Law§ 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts.				
Primary Designated Contacts				
Matthew Jones Contract Management Specialist 1 Telephone No. (518) 474-4163 E-mail address: matthew.jones@ogs.ny.gov		Cheri McCullough Contract Management Specialist 2 Telephone No. (518) 402-5552 E-mail address: cheri.mccullough@ogs.ny.gov		
For MWBE Questions Only		For SDVOB Questions Only		
Email Address: MWBE@ogs.ny.gov		Email Address: VeteransDevelopment@ogs.ny.gov		
Lori Brodhead Phone: (518) 486-9866	Tryphina Ramsey Phone: (518) 486-9284	Anthony Tomaselli Phone No. (518) 474-2015		
For INSURANCE Questions Only				
Email Address: ogs.sm.insrev@ogs.ny.gov				
Leighann Brown		Telephone No. (518) 457-6595		
Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>		NYS Vendor Identification Number: <i>(See New York State Vendor File Registration Clause)</i>		
Legal Business Name of Company Bidding:				
D/B/A – Doing Business As (if applicable):				
Street	City	State	County	Zip Code
E-mail Address:		Company Web Site:		

If applicable, place an "x" in the appropriate box(es) <i>(check all that apply)</i>			
<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> Service-Disabled Veteran Owned Business	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE NOT BIDDING AT THIS TIME BECAUSE:			

FOR PROCUREMENT SERVICES USE ONLY

LITERATURE <input type="checkbox"/>	LETTER <input type="checkbox"/>	FLASH DRIVE <input type="checkbox"/>	OTHER <input type="checkbox"/>	# of Binders/Packages: _____
PURC. MEMO <input type="checkbox"/>	CD/DVD <input type="checkbox"/>	SDHC CARD <input type="checkbox"/>	_____	Documented by: _____

RETURN THIS PAGE AS PART OF BID

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 180 days from the date of submission to the New York State (“NYS”) Office of General Services (“OGS”), or for such longer period as is set forth in the Solicitation.
2. The Bidder can and will provide and make available, at a minimum, the products, deliverables and/or services as described in the Solicitation.
3. The Bidder has read and understands the provisions of the Solicitation, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS’s procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at https://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

Print Full Bidder Entity Name

By: _____
Signature of Person Authorized to
Legally Bind the Bidder

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF BID

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Appendices and Attachments

APPENDICES

Appendix A – *Standard Clauses for NYS Contracts* (January 2014)

Appendix B – *General Specifications* (April 2016)

Appendix C – *Contract Modification Procedure*

ATTACHMENTS

Attachment 1 – Pricing

Attachment 2 – NYS Required Certifications

Attachment 3 – *Encouraging Use of NYS Businesses*

Attachment 4 – *Insurance Requirements*

Attachment 5 – Bidder Information Questionnaire

Attachment 6 – Bidder Submission Checklist

Attachment 7 – *Bidder Questions Form*

Attachment 8 – *Report of Contract Usage*

Attachment 9 – *Intent to Bid Form*

Attachment 10 – Contact Information and Terms and Conditions

Attachment 11 – Price List Update Guide

Attachment 12 – *Authorized Reseller List*

Attachment 13 – *Category Matrix*

Attachment 14 – Manufacturer's Certificate

Attachment 15 – EO177 Certification

SECTION I INTRODUCTION

1.1 Overview

This Solicitation is being issued by the New York State Office of General Services – Procurement Services (OGS) for certain furniture products. OGS is a New York State Agency authorized by law to establish Centralized Contracts for use by NYS Agencies and other Authorized Users, as that term is defined by State Finance Law Section 163(1)(k). The purpose of this Solicitation is to award multiple Contracts for furniture to responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in *Section 2 – Bidder Qualifications and Service Requirements*, and whose product offerings meet the scope of this Solicitation, as detailed in *Section 1.2 – Scope*. The Contract(s) awarded as a result of this Solicitation will be for use by New York State Agencies and other Authorized Users (see Section 5.20 – *Non-State Agencies Participation in Centralized Contracts*) Statewide. Accordingly, references to the State and its Agencies as Authorized Users under this Solicitation and the ensuing Contract(s) shall encompass all such entities within the definition of “Authorized User” set forth in Appendix B – *General Specifications*.

Contract awards will be made to all responsive and responsible Bidders who meet qualifications as detailed in *Section 2 - Bidder Qualifications and Service Requirements*. The prices proposed by Bidders in response to this Solicitation are to be based upon discounts from Manufacturer List Prices.

This Solicitation outlines the terms and conditions, and all applicable information required for submitting Bids for the commodities described herein. Bidders should pay strict attention to the Bid submission date and time, as noted in *Section 1.4 – Key Events/Dates*, to prevent disqualification. To ensure compliance with Bid requirements and prevent possible disqualification, Bidders must follow the format and instructions described in *Section 3.10 – Format and Content of Bid Submission*.

1.2 Scope

It is the intent of this Solicitation and subsequent 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. **Products, including fabrics and finishes, must have an established identifying number, such as a model number, stockkeeping unit (SKU), etc., and a defined List Price. Customized furniture and/or solutions without a defined identifying number (model number, SKU, etc.), and List Price will not be allowed.** It is the State’s intent to award multiple Contracts to responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in *Section 2 – Bidder Qualifications and Service Requirements*, and whose product offerings meet the scope of this Solicitation as described herein. Contracts will be available for use by all New York State Authorized Users (Statewide).

For the purposes of this Solicitation, furniture is described within ten (10) Furniture Product Categories, defined as follows:

1. Conference Furniture (seating and tables), includes, but is not limited to:
 - a. stacking chairs and all other seating to go with conference tables;
 - b. tables of various styles and materials suitable for conference rooms or areas from basic to executive levels; and
 - c. meeting room tables.
2. Dormitory Furniture, includes, but is not limited to:
 - a. bedroom, lounge, dining hall, in room storage and desks; and
 - b. furniture suitable for school dormitory (generally more durable and versatile than household).
3. General Purpose Tables, includes, but is not limited to:
 - a. work tables,
 - b. occasional tables; and
 - c. folding tables.
4. High Density Filing, includes, but is not limited to:
 - a. manual or powered shelving designed to take as little space as possible; and
 - b. retrieval systems.
5. Household Furniture, includes, but is not limited to:
 - a. living room, dining room and bedroom furniture suitable for community residence programs (upholstered seating and cross over to dormitory or office lounge).
6. Library Furniture, includes but is not limited to:
 - a. bookcases, display cases, tables, chairs, lounge, seating, carts and circulation desks.
7. Office Furniture, includes, but is not limited to:

- a. bookcases, casegoods, lounge, seating and tables, includes: desks, file 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 includes upholstered seating (chairs, loveseats and sofas) and occasional tables as would be found in a waiting area and includes ergonomic task, managerial chairs and side chairs.
8. School Furniture includes, but is not limited to:
- a. student desks, tables and seating found in classrooms for elementary schools through college; and
 - b. cafeteria tables.
9. Specialty Seating includes, but is not limited to:
- a. big and tall seating, bariatric, gang seating (such as that found in public transportation terminals) and laboratory stools.
10. Systems Furniture, includes, but is not limited to:
- a. products and parts to build cubicles and modular office space.

Bidder shall indicate the Furniture Product Categories offered within its Bid by marking an ‘X’ in each Furniture Product Category Bid within Attachment 13 - *Category Matrix* and submit with its Bid, as per Section 3 - *Bid Submission*.

NOTE TO BIDDERS - EXCLUSIONS:

1. Direct patient care medical furniture (for example, exam tables, wheel chairs, geriatric chairs, over bed tables, etc.), and remanufactured or refurbished furniture products, are excluded from the scope of this Solicitation.
2. Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

1.3 Estimated Quantities

The Contract(s) resulting from this Solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts. All quantities or dollar values listed within this Solicitation are estimates. The dollar value of furniture sales, as tracked previously in the Statewide Financial System, was approximately \$90,000,000 during a four-year period. For purposes of this Solicitation, the estimated dollar value for Statewide participation over the five (5) year term is \$135,000,000.

Numerous factors could cause the actual value of the Contracts resulting from this Solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- Such Contracts will be nonexclusive Contracts;
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities purchased during the contract period; and,
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.4 Key Events/Dates

Event	Date	Time
Solicitation Release Date	Tuesday, May 1, 2018	N/A
Deadline for Submission of Intent to Bid Form	Friday, May 11, 2018	11:00 A.M. ET
Closing Date for Submitting Questions to OGS	Tuesday, May 15, 2018	5:00 P.M. ET
OGS Response to Vendor Questions	Tuesday, May 29, 2018 (approximate)	N/A

Bid Submission Deadline and Bid Opening	Tuesday, August 14, 2018	11:00 A.M. ET
Tentative Award Date	Friday, November 30, 2018	N/A

1.5 Bidder Questions

All inquiries concerning this Solicitation **must** be addressed to the following Procurement Services Designated Contact(s) and issuing office:

PRIMARY CONTACT	SECONDARY CONTACT
Matthew Jones, Contract Management Specialist 1	Cheri McCullough, Contract Management Specialist 2
NYS Office of General Services	NYS Office of General Services
Corning Tower - 38th Floor	Corning Tower - 38th Floor
Empire State Plaza	Empire State Plaza
Albany, New York 12242	Albany, New York 12242
E-Mail: matthew.jones@ogs.ny.gov	E-Mail: cheri.mccullough@ogs.ny.gov

All questions regarding this Solicitation should be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form must be submitted, via e-mail, to:

OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov by the date and time indicated in Section 1.4 - *Key Events/Dates*. Questions submitted after the deadline indicated may not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question and answer document, which will be posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter. Your company/Bidder must select the “opt-in” option within the Contract Reporter ad to receive notification updates of this Solicitation.

If Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the *Bidder Questions* period so that they may be given due consideration prior to the submission of Bids. See Section 3.5 - *Bid Deviations* for additional information.

Bidders are advised that OGS will not entertain any deviations to Appendix A. Deviations to Appendix B are strongly discouraged. OGS will also not entertain any exceptions to the Solicitation that are of a material or substantive nature.

1.6 MWBE and SDVOB Interest in Participating with Bidders

If a New York State certified MWBE or SDVOB would like to indicate its interest in working with participating Bidders, please send an e-mail entitled “Solicitation 23109 MWBE or SDVOB INTEREST_COMPANY_NAME” to OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov on or before Friday, May 11, 2018, 5PM ET. The e-mail content should include:

1. Company Name;
2. Contact Name and Contact Information, including Phone Number, Mailing Address and E-Mail Address;
3. Brief description of the company and the products and/or services that the company offers that are related to this Solicitation (for example “Company ABC manufactures pencils”);
4. The NYS Certification Type (Minority and/or Women-Owned or SDVOB); and
5. Include the locations in NYS the company provides the commodities and/or services in.

A list of the NYS certified MWBE and SDVOB vendors who have expressed interest in this Solicitation through the timely submission of such e-mail, will be made available to prospective Bidders through the publishing of a Bid Solicitation Update Memorandum posted through the New York State Contract Reporter.

1.7 Intent to Bid

Bidders are encouraged, though not required, to submit a completed Attachment 9 - *Intent to Bid form* to OGS.sm.PS_CM_FoodFurnitureHardware@ogs.ny.gov by the due date listed in Section 1.4 - *Key Events/Dates*. Submission of the form allows OGS to complete a Vendor Responsibility review in advance of receipt of Bids. It also assists with providing a listing of potential Bidders interested in participating in this Solicitation. Submission of the Intent to Bid form is not a requirement in order to submit a Bid, nor does it disqualify a potential Bidder from submitting a Bid if they did not provide one.

1.8 New York State Contract Reporter

Bidders must register with the New York State Contract Reporter (“NYSCR”) at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation. Navigate to the “I want to find contracts to bid on” page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must “bookmark the ad” on the upper right hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select “send me notification updates” option listed to the right of the ad. Answers to all questions of a substantive nature will be posted in the form of a question and answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR.

If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question and answer document and updates to Solicitation documents.

Be advised that submission of Bid responses to the Solicitation that do not reflect and take into account updated information may result in the Bid being deemed non-responsive to the Solicitation.

1.9 Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“Restricted Period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, are identified on the first page of the Solicitation and in the MWBE Designated Contacts, SDVOB Designated Contacts and Insurance Designated Contacts sections. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website: <https://www.ogs.ny.gov/acpl/>

1.10 Glossary

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B – *Definitions*, or as below:

“**Bid Deviation**” shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

“**Business Day**” shall refer to Monday through Friday from 8:00 A.M. – 5:00 P.M. ET, excluding NYS Holidays and federal holidays.

“**Electronically Searchable Price List (Price List)**” shall mean text and numeric digits can be searched for and found electronically within the document by using the software’s ‘find’ function within the document.

“**MWBE**” shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-Owned Business Enterprise.

“**NYS Holidays**” refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“**NYS Vendor ID**” shall mean the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

“**Preferred Source Products**” shall refer to those Products that have been approved in accordance with State Finance Law §162.

“**Preferred Source Program**” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the

“form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to state agencies, political subdivisions and public benefit corporations (including most public authorities).

“**Procurement Services**” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPPro”) and Procurement Services Group (“PSG”).

“**Retail Price (List Price/MSRP)**” shall mean the price at which a Manufacturer or Distributor recommends their Products be sold commercially, either nationally or regionally. This applies even if the Manufacturer or Distributor names this recommended pricing differently.

“**SDVOB**” shall refer to a NYS-certified Service-Disabled Veteran Owned Business.

1.11 Appendix A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Solicitation as if set forth at length herein. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

1.12 Appendix B

Appendix B, *General Specifications*, dated April 2016, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

1.13 Appendix C

Appendix C, Contract Modification Procedures, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

1.14 Attachments

Attachments 1-13, listed on page 5, attached hereto, are hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

1.15 Conflict of Terms and Conditions

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix B, General Specifications;
4. All other appendices and attachments to the Solicitation;
5. **The Bidder’s Bid.**

SECTION 2 BIDDER QUALIFICATIONS AND SERVICE REQUIREMENTS

2.1 Qualifications

Bidder is advised that the State’s intent in having the requirements listed below is to ensure that only qualified and reliable Contractors perform the work of the resulting Contract. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award. Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required. Procurement Services retains the right to request any additional information pertaining to the Bidder's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work. A Bidder shall meet the following qualifications:

2.1.1 Bidder Qualifications:

- A. A Bidder must be either:
 1. An established Manufacturer of the products bid, or
 2. An Authorized Representative of an established Manufacturer of the products bid.

- B. Any Authorized Representative hereby guarantees that:
 1. It is an Authorized Representative of the Manufacturer;

2. The Manufacturer has agreed to supply such Authorized Representative with all quantities of products required to fulfill its obligations under any resultant Contract with the State, and
 3. The Authorized Representative will provide a **completed and signed Attachment 14 - Manufacturer's Certificate**, acknowledging this level of support, with the Bid. If such Manufacturer's Certificate is not submitted with the Bid, Bidder must provide within three (3) business days of request by OGS, (via e-mail is acceptable).
- C. A Bidder must have maintained an organization capable of performing the work described in this Solicitation, in continuous operation, for a minimum of three (3) years immediately prior to the Bid Opening date in Section 1.4 - *Key Events/Dates*. By the Bid Opening date, such organization has adequate inventories of the products offered, and is capable of processing and shipping large numbers of orders to various destinations Statewide.
- D. A Bidder must currently hold at least one Government Entity contract (GSA contract, State contract, Local Governmental Entity contract, BOCES contract, Governmental Cooperative contract, etc.) for Furniture products included in Section 1.2 *Scope*, by the Bid Opening date in Section 1.4 - *Key Events/Dates*.
1. Proof shall be provided in the form of a current active contract, to include: contract number and description, contract term dates, copy of current contract price list, including, at a minimum, the Item Number, Item Description, List Price, Discount Percentage and Net Price; contact name, telephone number and e-mail address of the contracting entities' contract administrator.
 2. Bidder shall submit such proof of currently held Government Entity contract with the Bid. If proof is not submitted with the Bid, Bidder must provide within three (3) business days of request by OGS, (via e-mail is acceptable).
- E. A Bidder must have past sales revenue for Furniture products included in Section 1.2 - *Scope*, in excess of \$400,000.00 annually, for a minimum of three (3) consecutive years immediately prior to the Bid Opening Date, to one or more Government Entities (GSA, State, Local, BOCES, Governmental Cooperative, etc.) and/or those Authorized Users as defined herein who are eligible to use State contracts (Political Subdivisions, Schools, Not for Profits, etc.).
1. Required proof of past sales revenue will be in the form of a summary (Proof of Past Sales Revenue – in Excel format) of the annual total sales reported under a current or previous Government Entity contract(s) (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.) and contain, at a minimum, the Contract Number the sale(s) were made under, the Government Entity name, product item number and description, date of sale, List Price, discount percentage, and net sale amount. Bidders may use past sales revenue for the Furniture Product Categories Bid (see Attachment 13 – *Category Matrix*).

Proof of past sales revenue may include, but are not limited to:

- a. sales made under successful bids to Government Entities, for example, (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.); and
- b. past sales revenue for Furniture products included within Section 1.2 – *Scope*.

NOTE TO BIDDERS: OGS reserves the right to waive any or all of the requirements pertaining to Past Sales, if deemed to be in the best interest of the State.

2.2 Service Requirements

2.2.1 Delivery:

- A. All Bidders will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.
- B. Inside delivery is intended for essentially free standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high density filing, which is not included in the scope of this Solicitation.

The inside delivery fee may not be used to assemble furniture shipped KD (“Knocked Down”). (See Section 2.2.9 - *Delivery Condition*).

The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- C. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- D. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- E. The Bidder may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

2.2.2 Authorized Resellers:

OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

Authorized Reseller Requirements:

- A. Designation of Authorized Reseller(s): Bidder/Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Bidder/Contractor, or may be placed directly with Authorized Reseller(s). If Authorized Reseller(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, and do not possess a New York State Vendor ID number, the Bidder/Contractor must provide OGS, in advance, with an Office of the State Comptroller (OSC) Substitute W-9 form https://ogs.ny.gov/BU/RE/Retail/2017/18316_18317/Substitute2017.pdf, which should be completed by each of the Authorized Reseller(s), and submitted to the Office of General Services. OGS will initiate the vendor registration process for all Bidders recommended for Contract Award and their Authorized Reseller(s). Once the process is initiated, such registrants will receive an e-mail from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. **All Authorized Reseller(s) must be approved in advance by OGS.**
- B. If the Bidder/Contractor allows Authorized Reseller(s) to participate in the Contract, requests to add or delete Authorized Reseller(s) or to modify their information must be submitted by the Contractor for prior approval of OGS. Submissions for the addition and/or deletion of Authorized Reseller(s) will be accepted quarterly, during January, April, August and December, each during a two-week period only, which will be determined solely by OGS; for example, between April 1st through April 15th, and December 15th through December 31st. Contractors will be notified, via email, by the OGS Contract Management Specialist, in advance of the allowable timeframe for submissions, and provided with the current information and template(s) for the update. Contractors must utilize Attachment 12 – *Authorized Reseller List* for each submission. OGS reserves the right to give first consideration to substantially complete submissions, as well as to deny revisions to a Contractor’s Authorized Reseller List whereas the Contractor is delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or proof of Insurance requirements. In addition, OGS reserves the right to deny revisions to a Contractor’s Authorized Reseller list during the last six (6) months of the Contract term.

- C. Bidders should submit with their Bid a listing of Authorized Reseller(s) chosen to fulfill orders, and/or payments under this Solicitation and subsequent Award, within Attachment 12 – *Authorized Reseller List*, and note whether the Authorized Reseller is a Minority or Women Owned Business Enterprise (MWBE), a Service-Disabled Veteran Owned Business (SDVOB), or a New York State Small Business (SB). Should the Bidder allow the Authorized Reseller to take orders, ship direct, or accept payments, they must note such within the Attachment. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

2.2.3 Catalogs:

Contractor shall be required to furnish, without charge, to Authorized Users that request them, catalog(s) and Price Lists identical to those accepted with their Bid, including any changes (additions, deletions, etc.) pursuant to the Contract. 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. All offerings within the Catalog must match the Item Numbers, and Product Descriptions of the offerings listed within the Contract, and clearly indicate whether the pricing is List Price, or Net Contract Pricing. List Pricing, or Net Contract Pricing indicated within the Catalog must match that listed under the Contract.

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. In the case of discrepancies regarding products and/or pricing between the catalog or Price List furnished by the Contractor to the Authorized user, in either electronic or hard copy formats, the products and pricing approved by OGS, in effect and posted on the OGS website, per the Contract, shall always take precedence. Upon request, the Contractor shall assist Authorized Users in the use of catalogs and Price Lists.

2.2.4 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 (MSDS) shall be made available upon request. Colors shall be manufacturer's standard offering and shall be designated at the time of order.

2.2.5 Workmanship:

The assembly and finishing of all component parts shall be of the highest quality workmanship and comply with all applicable industry standards as set forth by, but not limited to, UL, ANSI/BIFMA, ASTM or OSHA.

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.

2.2.6 Flammability:

- A. All textiles shall meet the flammability requirements of NFPA 260 latest update at the time of Bid submission when tested in accordance with the methods of that standard.
- B. **For upholstered furniture compliant with TB 117-2013, furniture shall be free of intentionally added flame retardant chemicals, excluding electrical components. Further, all upholstered furniture complying with TB 117-2013 shall be labeled consistent with the manner described in Section 19094 of the California Business and Professions Code as of September 1, 2016 and shall be labeled as not containing flame retardant chemicals.**
- C. Compliance with Cal. 133 shall be available at an extra cost, if necessary.
- D. Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstery fabrics and foam shall be submitted to OGS Procurement Services, upon request.

2.2.7 Construction:

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.

2.2.8 Decorating Aids, Catalogs, And Price Lists:

Bidder shall provide to Authorized Users, upon request and at no additional charge, the following items:

- A. Quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 3" or larger, per Contractor availability, and be available for all regularly stocked fabrics.
- B. Photographs or drawings of the furniture that clearly show the product size, manufacturer name and model number of

each piece, and finish blocks for all finishes.

C. Price Lists and/or catalogs (as per Section 2.2.3 - *Catalogs*), and/or appropriate excerpts.

OGS must determine that the Bidder meets all the above requirements for the Bidder to be found responsive, as that term is defined in State Finance Law §163(1)(d). OGS reserves the right to verify all information provided by Bidder.

Bidders, if requested, shall provide a minimum of three (3) references within five (5) business days of request. References shall be governmental accounts, and shall demonstrate the ability of the vendor to fulfill contract requirements similar in scope to the size, nature and complexity of the outlined Bid. References shall include: Government/Customer name, address, contact person, telephone number, e-mail address, and number of years Bidder has provided the services to the referenced account.

2.2.9 Delivery Condition:

All furniture with the exception of systems furniture, high density filing, 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.

IMPORTANT NOTE: Failure to meet any of the above qualifications within Section 2 – *Bidder Qualifications and Service Requirements*, in whole or in part, may result in a rejection of the Bid of that Bidder as non-responsive.

SECTION 3 BID SUBMISSION

3.1 Notice to Potential Bidders

Receipt of Bidder’s Bid by OGS does not indicate that OGS has pre-determined a Bidder’s qualifications to receive a Contract award. Such determination shall be based on the evaluation of a Bid compared to the specific requirements and qualifications contained in this Solicitation.

3.2 Performance and Bid Bonds

There are no bonds for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term of the resulting Contract.

3.3 New York State Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any Authorized Reseller(s) who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State Ten-digit vendor identification numbers will be assigned to your company and to each of your Authorized Resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the Bidder must enter its Vendor ID on the first page of this Solicitation. Authorized resellers already registered should list the Vendor ID number along with the Authorized Reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an Authorized Reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each Authorized Reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and Authorized Resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management

3.4 Vendor Responsibility For Accuracy

Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission, as requests for Bid withdrawals of any type may not be granted. All exceptions and deviations must be noted in Bids, otherwise the Bid will be considered in full compliance with

requirements and no adjustments may be made after award is issued. Bidders, in the preparation of their Bids, should maintain complete and accurate calculation worksheets, which clearly support their submissions.

If an incorrect reference, parameter, model, code number, component, product, etc. is stated by OGS or by the Bidders, the correct reference shall prevail, and the proper alternative or corrected reference may be considered. Bidders are advised to raise any issues or questions regarding any such incorrect references during the Bidder Inquiry period so that it may be addressed by OGS prior to the deadline for submission of Bids.

3.5 Bid Deviations

Bids must conform to the terms set forth in the Solicitation. As set forth in Section 1.5 - *Bidder Questions*, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the *Bidder Questions* period so that they may be given due consideration prior to the submission of Bids. Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.

Bidder is advised that OGS will not entertain any exceptions to Appendix A (Standard Clauses for New York State Contracts). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.

Extraneous terms submitted on standard, pre-printed forms (including, but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

3.6 Responsiveness

To be considered responsive, a Bidder must submit a Bid that satisfies and addresses all requirements stated in the Solicitation. A Bid that fails to conform to all requirements may be considered non-responsive and may be rejected.

3.7 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

3.8 Bid Liability

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the production of a Bid or for any work performed prior to the formal execution of a Contract.

3.9 Firm Offer

Bids must remain open and valid for at least one-hundred-eighty (180) calendar days from the due date unless the time for awarding the contract is extended by mutual consent of OGS and the Bidder. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

3.10 Format and Content of Bid Submission

The complete Bid package must be received by OGS Procurement Services by the date and time of the Bid Opening, as per Section 1.4 - *Key Events/Dates*. Late Bids shall be rejected, except as provided by Appendix B, *Late Bids*. Any Bid pricing or portions thereof submitted on CD or flash drive that are incomplete or that cannot be opened/accessed may be rejected. With respect to any Bid documents in Excel format, only those cells provided for entering Bid pricing and information are to be accessed by the Bidder.

E-mail or facsimile Bid submissions are not acceptable.

It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up. Only completed files (in the specified format) should be saved to a CD or flash drive.

Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to all requirements of the Solicitation may be considered non-responsive and may be rejected.

Bidder shall submit the entire Bid on CD or flash drive (electronic format), and/or in folder format, in accordance with the

instructions below. Bids are to be submitted on both electronic media and hard copy/paper document, where requested. Bids not submitted on electronic media or not formatted properly may be rejected.

Items listed below are required in paper copy with original ink signature, where noted. CDs or flash drives, as well as folders, should be labeled with the name of the Bidder and Solicitation number #23109. A complete Bid consists of ONE (1) copy of each of the following in the format listed (NOTE: all Excel documents shall NOT be locked or password protected by Bidder):

1. Electronic (CD or flash drive) containing:

- a) Completed Pages 1 and 2 of the Solicitation (signed and scanned) (PDF);
- b) **Electronically Searchable Price List (such as Attachment 1 – Pricing, a PDF catalog or manufacturers Price List (PDF or Excel);** (see Section 2 below for additional requirements)
- c) Completed Attachment 2 – *NYS Required Certifications* (signed and scanned) (PDF);
- d) Completed Attachment 3 – *Encouraging Use of NYS Businesses* (PDF);
- e) Completed Attachment 4 – *Insurance Requirements* (All necessary proof of insurance as outlined) (PDF);
- f) Completed Attachment 5 – *Bidder Information Questionnaire* (Excel);
- g) **Completed Attachment 6 – Bidder Submission Checklist (Excel);**
- h) Completed Attachment 10 – *Contact Information and Terms and Conditions* (Excel);
- i) Completed Attachment 12 – *Authorized Reseller List*, if applicable (MS Word);
- j) Completed Attachment 13 – *Category Matrix* (Excel);
- k) **Completed Attachment 14 - Manufacturer's Certificate – (PDF);**
- l) **Completed Attachment 15 – EO177 Certification - (signed and scanned) (PDF);**
- m) Completed ST-220-CA – *Contractor Certification* (signed/notarized and scanned) (PDF);
- n) Proof of Past Sales Revenue – (Excel); and
- o) Proof of Current Government Contract – (PDF).

2. Requirements for Pricing:

- a) Price Lists must be electronically searchable. Attachment 1 – Pricing may be used; however, it is not required.
- b) Price Lists must include base models, as well as options and/or upgrades; each must have an identifying number (model number/item number/SKU, etc.), and List Price.
- c) Price Lists should contain only those Categories and items which correspond to the Bidder's submission of Attachment 13 – *Category Matrix* and are within the Scope of the Solicitation.
- d) All Bidder Price List submissions should be provided in a single/combined PDF document, vs. multiple individual PDF documents, where possible.

Requirements for Attachment 1 – Pricing (if used) in Electronic Format ONLY (Microsoft Excel, NOT LOCKED):

Do not change the spreadsheet structure. Any changes may result in rejection of Bid.

3. A folder containing hard copy versions, with original ink signature, of each of the following:

- a) Completed Pages 1 and 2 of the Solicitation (**signed in ink**);
- b) Completed Attachment 2 – *NYS Required Certifications* (**signed in ink**);
- c) **Completed Attachment 15 – EO177 Certification (signed in ink), and;**
- d) Completed ST-220-CA – *Contractor Certification* (**signed/notarized**) (**signed in ink**).

3.10.1 Notes to Bidder:

1. Do not include hard copies of documents within the folder other than what is requested herein.
2. Do not provide Attachment 1 – *Pricing or other searchable Price List* in hard copy.
3. Do not return copies of Appendices A and B with your Bid.
4. Bidder should note that a completed electronic copy of Attachment 1 – *Pricing* or other **Electronically Searchable Price List** is required. Bidders must provide a discount; full List Price will not be accepted. Price List submissions that direct Authorized Users to contact the manufacturer or Authorized Dealer for pricing, and/or do not contain List Pricing **may be rejected**, and the Bidder may be considered non-responsive, with no further consideration for contract award. Failure by a Bidder to submit **Electronically Searchable** pricing may result in automatic rejection of that Bidder's Bid and no further consideration for award. Failure to submit pricing includes missing or incomplete pricing; electronic media that does not allow for review/retrieval of information contained within; failure to complete all tabs and/or columns **within Attachment 1 - Pricing**, as per the Instructions within the Pricing Excel Worksheet/Workbook and/or failure to provide Pricing in unlocked Excel Format.
5. In the case of discrepancies between paper copies and/or electronic media submissions of the documents required in both formats, the electronic (CD or flash drive) copy shall take precedence over the paper copy.
6. **In the case of discrepancies between Electronically Searchable Price Lists, the Price List with the lowest price shall take precedence.**

7. A Bidder should note that any indicators or messages that have been built into the Attachments are informational only and provided solely for the purpose of assisting Bidders in completing the Attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the Attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the Attachments to ensure compliance with the Solicitation requirements.

3.11 Bid Envelopes and Packages

All Bids must have a label on the outside of the box or package itemizing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters);
2. Bid Number (Solicitation #23109);
3. Bid Opening Date and Time (as per Section 1.4 – *Key Events/Dates*), Tuesday, **August 14, 2018** at 11:00 A.M. ET); and
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2).

Failure to complete all information on the Bid envelope and/or package may necessitate the opening of the Bid prior to the scheduled Bid Opening.

3.12 Bid Delivery

Bids shall be delivered to the following address on or before 11:00 A.M. ET, on or before the Bid Opening date listed in the *Key Events/Dates* section:

**State of New York Executive Department
Office of General Services
Procurement Services
Corning Tower - 38th Floor Reception Desk
Empire State Plaza
Albany, NY 12242
Solicitation #23109**

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the clock at the above-noted location. A Bidder is strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid Opening. Late Bids shall be rejected, except as provided in Appendix B, *Late Bids*. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned.

3.13 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the information desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services receptionist at (518) 474-6262 at least 24 hours prior to the visit. Visitors who are not pre-registered will be directed to a designated phone to call the Procurement Services receptionist. The receptionist will register the visitor at that time but delays may occur. Building access procedures may change or be modified at any time.

3.14 Bid Opening Results

Procurement Services posts Bid information on the OGS web page. The web page makes available information about the list of Bidders that responded to the Solicitation, and may or may not include pricing. Such information is anticipated to be available online within two (2) business days after the completion of the Bid Opening. The Bid Opening Results Page is available at: <https://nyspro.ogs.ny.gov/nyspro-Bid-openings>. NOTE: Due to the large number of anticipated responses to this Solicitation, there may be limited space available for in-person attendance to the Bid Opening. Bidders interested in attending the Bid Opening in person are strongly encouraged to contact the Designated Contact to inquire about seating availability. OGS reserves the right to deny in-person attendance for this Solicitation.

3.15 New York State Reserved Rights

New York State reserves the right, in its sole discretion, to:

- A. Reject any or all Bids received in response to the Solicitation;
- B. Withdraw the Solicitation at any time at the sole discretion of the State;
- C. Make an award under the Solicitation in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
- E. Seek clarifications and revisions of the Bid;
- F. Amend the Solicitation prior to the Bid Opening to correct errors or oversights, or to supply additional information as it

becomes available;

- G. Direct Bidders, prior to the Bid Opening, to submit Bid modifications addressing subsequent Solicitation amendments;
- H. Change any of the schedule dates with notification through the NYS Contract Reporter;
- I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;
- K. Utilize any and all ideas submitted in the Bids received;
- L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
- M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
- N. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
- O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
- P. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
- Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
- R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
- S. Reject an obviously unbalanced Bid as determined by the State;
- T. Conduct Contract negotiations with the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
- U. Make no award for any Product, Region, or Lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining products, regions, or lots;
- V. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing;
- W. Award Contracts on a rolling or staggered start basis (i.e. supplemental awards), either in whole or in part. Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation; and
- X. Unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A and B) and/or Attachments to this Contract without processing a formal amendment and/or modification.

3.16 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

3.17 NYS Required Certifications

A Bidder is required to submit a signed Attachment 2 - *NYS Required Certifications* with its Bid. Failure to submit these documents may result in Bid being considered non-responsive and may result in a Bid being rejected.

SECTION 4 METHOD OF AWARD

4.1 Method of Award

Awards shall be made to all responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in Section 2 - *Bidder Qualifications and Service Requirements*, and whose product offerings meet the Scope of this Solicitation, as detailed in Section 1.2 - *Scope* and whose prices indicate that those products will be provided at a reasonable price as determined by the NYS OGS. Reasonable prices may be determined by, but not limited to, reviewing prices on any current or previously awarded Government Entity contract and/or pricing offered by other Bidders for this Solicitation. Pricing shall be a discount from Manufacturer's List Price, and shall be equal to or better than any other offered to another Government Entity for the same type of products. Discounts will be confirmed by comparison with other Government Entity contracts held by the Bidder. The Bidder must supply copies of their current contract Price Lists with other Government Entities indicating the discount percentage, as per Section 2.1 - *Qualifications*. After the Bid Opening, each Bid will be screened for completeness and conformance with the stated Bidder Qualifications for Bid submission, as set forth in Section 2 of this Solicitation. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award.

Bids will be reviewed to ensure that the Bidder has provided all required Attachments, completed in full, and in original hard

copy, where requested. Failure by a Bidder to provide properly completed required documents and/or Attachments may result in their Bid being deemed non-responsive and denied further consideration for award. NOTE TO BIDDERS: OGS reserves the right to give first consideration to Bids which are substantially complete over those that are not, and to make awards on a rolling or staggered start basis, as per Section 3.15 - *New York State Reserved Rights*, as deemed necessary and determined solely by OGS Procurement.

Bidder must be financially stable and able to demonstrate the financial stability of the company. In addition to sales history, current financial statements or other financial information, as requested and deemed appropriate by OGS, must be provided within five (5) business days of request. New York State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this contract.

The Commissioner reserves the right to evaluate and/or reject any and all Bids, in whole or in part and to waive technicalities, irregularities and omissions if in his or her considered judgment, the best interests of the State will be served. In the event satisfactory Bids, fully in accord with the Bid documents, are not received, the Commissioner reserves the right to consider late or non-conforming Bids as stipulated in "Late Bid" clause of Appendix B – *General Specifications*.

The New York State Office of General Services Procurement Services reserves the right to hold Periodic Recruitment during the contract period if it is deemed to be within the best interest of the State. During a Periodic Recruitment, Bidders responding to the Periodic Recruitment shall be required to submit this original Solicitation document, which may include an addendum containing additional applicable statutory requirements currently in effect when the new Solicitation/Invitation for Bids is issued. Bids received during Periodic Recruitment shall be evaluated under similar terms and conditions as Bids received for the original Solicitation. Once awarded a contract under the original Solicitation, a Contractor may not resubmit a Bid for future consideration until the new Solicitation/Invitation for Bids is issued. Notice of such Periodic Recruitment will be posted in the NYS Contract Reporter for a minimum of fifteen (15) business days prior to the submission due date.

4.2 Minor Deviations/Minor Technicality

The State reserves the right to have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the Solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a Contract is threatened due to a minor technicality or a minor deviation.

4.3 Notification of Award

Tentative Contract award(s) shall consist of written notice, via e-mail, to that effect by OGS to a selected Bidder, who shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible.

Non-awardees will also be notified, via e-mail, that their Bid was not selected for award.

SECTION 5 TERMS AND CONDITIONS

5.1 Contract Period

The Contract(s) awarded shall be in effect for a term of five (5) years. The Contract(s) period(s) shall commence after all necessary approvals, and shall become effective upon mailing or electronic communication of the final executed documents (see Appendix B, *Contract Creation/Execution*).

5.2 Procurement Instructions

The Contracts resulting from this Solicitation will be centralized Contracts issued under a multiple award structure. Before proceeding with a purchase, an Authorized User shall check the list of Preferred Source offerings and must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities or services of Preferred Source suppliers such as the Division of Correctional Industries (Corcraft), the New York State Preferred Source Program for People who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities or services meet the form, function, and utility of the Authorized User and the price offered by Corcraft does not exceed a reasonable fair market price and the price offered by NYSPSP and NYSID is within 15% of prevailing market prices. If a Preferred Source does not meet an Authorized User's form, function, and utility, or the Preferred Source price is more than fair market price or 15% above prevailing market prices, then the Authorized User may use this Contract.

A Matrix showing the Furniture Categories and Contractors offering products under those Categories will be posted on the OGS website. Authorized Users should determine from the Matrix the Category of furniture they desire, then review the listing of Contractors under that Category. Each Contractor's approved **Price List and/or** catalog of offerings (if available), will be posted on the OGS website, without exception, along with a listing of the furniture manufacturers each Contractor has available.

Bidders/Contractors are encouraged, though not required, to self-identify products meeting EO4 requirements within their Price List. Authorized Users are strongly encouraged to confirm the accuracy of the entries by contacting the Contractor directly.

Authorized Users are strongly encouraged to seek a minimum of three (3) quotes, where possible, as well as to seek better than Contract pricing for all items, especially when purchasing in volume, as Contractors may or may not automatically offer volume discounts. Volume discounts, if offered, will be shown on the *Contractors Contact Information and Terms and Conditions* page posted on the OGS Website.

When placing orders under this Award, the Authorized User must be familiar with and follow the terms and conditions governing its use. Authorized Users have the responsibility to document purchases, and such documentation should include:

1. a statement of need and associated requirements;
2. proof of obtaining all necessary prior approvals;
3. a summary of the Contract alternatives considered for the purchase; and
4. the reason(s) supporting the resulting purchase (e.g., show that 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).

Authorized Users will place orders directly to the Contractor or the Contractor's Authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements.

All orders should clearly note the OGS Contract Name and Award Number, Contract Number, and Contractor Name. A Contractor shall not initiate delivery of products until the order is placed by an Authorized User.

Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents, which contain additional terms or conditions, must receive pre-approval by the Authorized User. Additional terms or conditions that were not pre-approved by the Authorized User, or which conflict with the Contract terms and conditions, are void and unenforceable at the sole discretion of the State.

5.3 Short Term Extension

In the event a 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 three (3) months upon notice to the Contractor, with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, delivery requirements and any approved modifications. Any such extension automatically terminates upon award of a replacement contract.

5.4 Method of Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

5.5 Bid Pricing Information

5.5.1 Products and Pricing:

- A. Bidders must submit an Electronically Searchable Price List, such as Attachment 1 – Pricing, a PDF catalog or manufacturer's Price List in either MS Excel or PDF format, which includes base models, as well as options and/or upgrades, based upon the Categories they are bidding (See Attachment 13-*Category Matrix*). Should a Bidder submit an Electronically Searchable catalog that does not contain pricing, an additional Price List containing pricing by Contractor Model/Item Numbers/SKU for those items must be submitted, in addition. Attachment 1 – Pricing may be used; however, it is not required.
- B. Identifying information, which includes, at a minimum, the Product Line Name, Contractor Model/Item Numbers/SKU, and/or Manufacturer Item Numbers, and List Pricing MUST be included within the Electronically Searchable Price List.
- C. Electronically Searchable Price Lists should contain only those Categories and items which correspond to the Bidder's submission of Attachment 13-*Category Matrix*, where the Bidder shall indicate the Furniture Product Categories offered under its Bid by marking an 'X' in each Furniture Product Category, as appropriate.
- D. The Bidder's pricing submission should not contain products or product lines that are out of Scope (see Section 1.2-*Scope*). Price Lists containing items, which do not include identifying information and List Pricing, and/or items that are out of Scope may be removed by OGS, at their sole discretion, and without exception.
- E. Bidder's may submit a discount for either the entire Price List or submit discounts by breakdowns of individual product line, style, function, etc., from the manufacturer's Retail Price List. Discount information, including discount percentages,

for each Price List must be entered within Attachment 10-*Contact Information and Terms and Conditions*. Bidders must provide a discount; full List Price will not be accepted.

- F. Price List submissions that direct Authorized Users to contact the manufacturer or Authorized Dealer for pricing, and/or do not contain List Pricing may be rejected, and the Bidder may be considered non-responsive, with no further consideration for contract award.
- G. Where discrepancies exist between Price List documents, the lowest price shall prevail.
- H. Price Lists submitted with the Bid shall remain in effect for one (1) year from the Bid Opening Date. Price adjustments will be allowed once per year thereafter, during the Contract term or extension, beginning on or around the anniversary of the Bid Opening Date, as determined solely by OGS Procurement, as per Section 5.7 - *Price Adjustments*.
- I. All Bidder Price List submissions should be provided in a single/combined PDF document, vs. multiple individual PDF documents, where possible.
- J. OGS will review each Bidder's Price List submission for completeness, and reserves the right to remove any item(s) where the Contractor Model/Item Numbers/SKU and/or Manufacturer Item Numbers, and/or List Pricing are not included, and/or where the item(s) and/or product line is determined to be out of Scope.
- K. All awarded Contractors' Price Lists must be reviewed and approved by OGS Procurement prior to posting on the OGS Contract website. OGS' determination of acceptable Price Lists, including, but not limited to products, pricing and discounts, shall be final. All OGS approved Contractor Price Lists will be posted on the OGS Procurement Services website, without exception.

5.5.2 EO4 Identification:

A Bidder should self-identify each individual product that meets the EO4 Requirements, **by selecting the appropriate entry from the drop-down box, or by entering an 'X' in the appropriate column(s) within Attachment 1 – Pricing, *should Attachment 1 – Pricing be used.*** See the Instructions tab within Attachment 1 – *Pricing* for additional information.

OGS supports the Executive Order 4 Requirements and strongly encourages Bidders to self-identify each item/offering that meets each listed requirement within Attachment 1 – *Pricing* to assist Authorized Users in making EO4 appropriate determinations. Although encouraged, Bidder completion of the EO4 columns, I through T is not required to be considered for Contract Award. Awarded Bidders must provide EO4 information upon request to Authorized Users.

5.5.3 Volume Discounts:

Bidders may, and are encouraged to, offer volume discounts, which shall apply to orders delivered to the same Authorized User and/or location, at the same requested time. Volume discounts, if offered, shall be based on products and pricing as submitted within **your submitted Price List**.

Volume discounts shall be entered within Attachment 10 – *Contact Information and Terms and Conditions*. Any restocking fees must be included within Attachment 10 as a percentage (%) of the net price. All approved discounts shall remain in effect for the entire contract period. Discounts may be increased during the Contract term, and as per Section 5.7 – *Price Adjustments*.

Volume discounts may be applied per Purchase Order, cumulatively per ordering entity, or cumulatively statewide. The Bidder shall indicate the basis for applying the volume discount(s) within Attachment 10 – *Contact Information and Terms and Conditions*. Volume discounts shall be defined and applied as follows: Purchase Order volume discounts shall be additional discounts applied to individual Purchase Orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual ordering entity once an established volume has been met by that entity. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this Contract.

5.5.4 Minimum Order:

Minimum order, if required, shall be established by the Bidder and stated on Attachment 10 – *Contact Information and Terms and Conditions* where indicated (See Section 3.10 – *Format and Content of Bid Submission*). The Bidder may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the Authorized User's choice if they wish to accept the offer. Bidder must establish minimum order, if they so choose, at time of Bid submission.

5.6 Exclusions

OGS Procurement Services reserves the right to delete, before or after award, any of the products included in the Bidder's offering under this Solicitation that are determined to be out of scope. Notice of such deletion shall be provided to the Bidder by OGS.

5.7 Price Adjustments

Price Lists submitted with the Bid shall remain in effect for one year from the Bid Opening Date. Price adjustments will be allowed

once per year thereafter, during the contract term or extension, beginning on or around the anniversary of the Bid Opening Date, as determined solely by OGS Procurement Services.

Submissions for price adjustments will be accepted during a two-week period only (calendar week), which will be determined solely by OGS Procurement Services; for example, between July 2nd through July 13th. Contractors will be notified, via email, by the OGS Contract Management Specialist in advance of the allowable timeframe for submissions, and provided with the current information and template(s) for the update. Contractors shall adhere to the instruction in Attachment 11 – *Price List Update Guide*, and use the provided Appendix C - *Contract Modification Procedure* for all price adjustment requests. OGS reserves the right to give first consideration to substantially complete submissions, as determined solely by OGS Procurement, as well as to deny price adjustments to Contractors that are delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or proof of insurance requirements.

Once approved by OGS, discounts offered from manufacturer Price Lists may not be decreased at any time during the Contract term, unless satisfactory proof of undue hardship is submitted by the Contractor and approved by OGS. Proof may include, but not be limited to, signed statements by the Manufacturer detailing and attesting to the need for the discount reduction. Determination of undue hardship is at the sole discretion of OGS.

New manufacturer product lines may be offered within a price adjustment submission, as long as they are within the originally awarded furniture product Category(s). **Additional furniture Categories may not be added post award.** Contractor may offer discounts for the entire product line or breakdown by style, function, etc. from the Manufacturer's Price List. If the discount percentage is the same or greater than existing product lines, then no proof of reasonableness is required. The Contractor is required to provide proof of reasonableness for a new product line if the discount offered is less than existing product lines. Proof of reasonableness may be in the form of pricing from a Government Entity contract held with an entity other than OGS, including invoices from sales made to that entity that are less than twelve (12) months old from the date of the price adjustment submission, or sales reports that are less than twelve (12) months old from the date of the price adjustment submission for the product line offered.

All adjustments to a Contractor's previously approved **Price List** are allowable at the sole discretion of OGS Procurement Services. OGS reserves the right to remove any items(s) deemed to be out of scope and/or unreasonably priced. In addition, OGS reserves the right to deny price adjustments during the last twelve (12) months of the Contract term, without prior notice.

5.8 Centralized Contract Modifications

OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products or services at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

All modifications proposed by the Contractor, shall be processed in accordance with Appendix C, *Contract Modification Procedure*. The Contractor shall submit all requests, except for product and pricing updates as set forth in Section 5.7 – *Price Adjustments*, in the form and format contained in Appendix C, *Contract Modification Procedure*. The form contained within Appendix C is subject to change at the sole discretion of OGS.

Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

5.9 New York State Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a “hosted” or “punch-out” catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: <https://nyspro.ogs.ny.gov/content/nys-emarketplace-1>.

There are no fees required for a Contractor’s participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and <https://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

5.10 Contract Administration

The Bidder/Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Bidder/Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Bidder/Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five (5) business days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically, via e-mail, to the attention of the OGS Contract Management Specialist, as shown on the front page of the Contract Award Notification document posted on the OGS website.

5.11 Insurance Requirements

The Contractor shall procure, at its sole cost and expense, and shall maintain in full force and effect at all times during the term(s) of the resultant Contract(s) resulting from this Solicitation, all policies of insurance pursuant to the requirements outlined in Attachment 4 - *Insurance Requirements*.

5.12 Report of Contract Usage

The Contractor shall furnish semi-annual reports, using the format specified in Attachment 8 – *Report of Contract Usage*, containing total sales for both State Agency and Authorized non-State Agency Contract purchases no later than forty-five (45) days after the close of the reporting period. For example, sales for January 1st through June 30th would be due by August 15th. Attachment 8-*Report of Contract Usage* template must be used, and the report must be completed in its entirety, referencing the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name. Incomplete, altered, locked, pdf. or hard copy submissions will not be accepted. The report must be submitted, via e-mail, in MS Excel format only, to the attention of the OGS Contract Management Specialist, as shown on the front page of the Contract Award Notification document posted on the OGS website. OGS Procurement reserves the right to make changes to the template and/or to request additional information, if needed. Additional related sales and/or detailed Authorized User purchase information may be required by OGS and must be supplied within thirty (30) calendar days, upon request. Failure to submit reports timely may result in the denial of price adjustments and/or Contract suspension.

5.13 Company and Contact Information

Changes regarding the Contractors company and/or contact information, during the Contract term, should be submitted, via e-mail, to the OGS Contract Management Specialist no later than five (5) business days of the change.

5.14 Contractor Requirements And Procedures For Participation By New York State Certified Minority-And Women-Owned Business Enterprises And Equal Employment Opportunities For Minority Group Members And Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
 - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

- C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”).
 - 1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April,

July, October, and January.

2. Separate forms shall be completed by Contractor and any subcontractor.
 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied

towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.

- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - 1. If a Bidder fails to submit an MWBE Utilization Plan;
 - 2. If a Bidder fails to submit a written remedy to a notice of deficiency;
 - 3. If a Bidder fails to submit a request for waiver; or
 - 4. If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in Clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of Clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.
- B. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- C. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
- D. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- E. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- F. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month’s activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (“NYSCS”) to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor’s responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification (“audit notice”) indicating that a representative of its company needs to log-in to the NYSCS to report the company’s MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor’s responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: “**Introduction to the System - Vendor training**” and “**Contract Compliance Reporting - Vendor Training**” to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>.
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on “**Account Lookup**” to identify the Contractor’s account by company name. Contact information should be reviewed and updated if necessary by choosing “**Change Info.**” It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through “**Request New User.**” When identifying the person responsible, please add “**- MWBE Contact**” after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for “**Contact Us & Support**” then “**Technical Support**” on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month

during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://www.ogs.ny.gov/MWBE/Forms.asp>

5.15 New York State Vendor Responsibility

OGS conducts a review of prospective Contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see Section 3.3 - the *NYS Vendor File Registration*. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid Opening to provide sufficient time to complete the

Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.
- C. The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- E. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

5.16 New York State Tax Law §5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. **Only the Form ST-220-CA is required to be filed with OGS.** The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors. Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <http://www.tax.ny.gov/> for additional information.

5.17 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

5.18 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

5.19 Overlapping Contract Products

Products/services available in the resulting Contract may also be available from other New York State Contracts. Authorized 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.

5.20 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized 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 Appendix B, *Participation in Centralized Contracts*. 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 (<https://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 Services Customer Services at 518-474-6717.

5.21 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Please contact NYS Procurement Services Customer Services for more information via email at: OGS.sm.customer.services@ogs.ny.gov.

5.22 Federal Funding

For an Authorized User using Federal funds, Contractor shall cooperate in adding to the Authorized User's Agreement any Federal funding contract clauses necessary for the Authorized User's project. An Authorized User shall identify to Contractor, as a condition of using this Contract and during the RFQ process, whether Federal funds will be utilized for the project.

5.23 Contract Advertising

In addition to the requirements set forth in Appendix B, *Contract Publicity*, any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by OGS prior to issuance. Contractor also cannot use, for any purpose, the New York State of Opportunity registered trademark or the State coat of arms without prior approval from the State.

5.24 Americans with Disabilities Act (ADA)

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidders are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by persons with visual, hearing, or any other physical disabilities.

Although it is not mandatory for Bidders to have these products in order to receive an award, it is necessary to identify any such product offered, which falls into the above category.

5.25 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

A. OGS hereby establishes an overall goal of three percent (3%) for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/Veterans/default.asp>. Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts within the OGS Division

of Service-Disabled Veterans' Business Development (the "Division"). Additionally, following Contract execution, Contractor is encouraged to contact the Division at 518-474-2015 to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

1. If a Bidder fails to submit an SDVOB Utilization Plan;
2. If a Bidder fails to submit a written remedy to a notice of deficiency;
3. If a Bidder fails to submit a request for waiver; or
4. If OGS determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request For Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts in the Division for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to VeteransDevelopment@ogs.ny.gov.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the OGS website and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: VeteransDevelopment@ogs.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE UNDER AT: <https://ogs.ny.gov/Veterans/default.asp>

End of Solicitation Document

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is

available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed

for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict

exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and

provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

a contract and appears on the Prohibited Entities list after contract award.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded

APPENDIX B
GENERAL SPECIFICATIONS

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GENERAL

1. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. BID A response to the Solicitation submitted by a Bidder to provide Products.

c. BIDDER Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

- 1. Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
- 2. Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another

jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. Back-Drop Contracts Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. Contract Award Letter A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g. CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

l. ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. GROUP A classification of a Product that is designated by OGS.

n. INVITATION FOR BIDS (IFB) A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

- o. LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).
- p. LICENSEE** An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.
- q. LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.
- r. LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.
- s. MINI-BID** A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.
- t. OGS** The New York State Office of General Services.
- u. PATCH** Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.
- v. PRODUCTS** Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.
- w. PURCHASE ORDER** The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).
- x. REQUEST FOR PROPOSALS (RFP)** A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.
- y. REQUEST FOR QUOTATION (RFQ)** A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.
- z. RESPONSIBLE BIDDER** A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.
- aa. RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.
- bb. SINGLE SOURCE** A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.
- cc. SITE** The location (street address) where Product will be delivered or executed.
- dd. SOLE SOURCE** A procurement where only one Bidder is capable of supplying the required Product.
- ee. SOLICITATION** Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.
- ff. SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.
- gg. STATE** State of New York.
- hh. STATE AGENCY OR AGENCIES** The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.
- ii. SUBCONTRACTOR** Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.
- jj. TERMS OF LICENSE** The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.
- kk. THIRD-PARTY SOFTWARE** Any software that is developed independently of Contractor and which may be governed by a separate license.
- ll. VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

BID SUBMISSION

3. INTERNATIONAL BIDDING All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria will be rejected.

4. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. LATE BIDS Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. CONFIDENTIAL/TRADE SECRET MATERIALS

a. BIDDER/CONTRACTOR Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. COMMISSIONER OR AUTHORIZED USER Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information

of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

7. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. PREVAILING WAGE RATE APPLICABLE TO BIDS A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Day's Labor No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

8. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

10. PRODUCT REFERENCES

a. "Or Equal" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced.

References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS

Bids offering Products that are manufactured or produced in public institutions will be rejected.

13. PRICING

a. Unit Pricing If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

“Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

f. Specific price decreases:

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

g. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

14. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder’s ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

15. PURCHASING CARD The State’s Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder’s conditional or revocable terms in the Bid.

17. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

18. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

20. DEBRIEFINGS Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

21. CONTRACT PUBLICITY Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS & CONDITIONS

22. CONTRACT CREATION/EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

24. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate

any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

26. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

29. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

30. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

31. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of

the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

33. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

35. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

36. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

37. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

41. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

43. TERMINATION

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual

requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

44. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. **CONTRACT INVOICING**

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt

of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

46. **DEFAULT – AUTHORIZED USER**

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. **PROMPT PAYMENTS**

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

49. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC

Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

50. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

51. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

52. SECURITY Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

53. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees (“extended warranty”).

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer’s standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor’s warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer’s Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer’s recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor’s approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User’s Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an

acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor’s business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

60. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Third Parties Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for

archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

2. Software - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(ii) Custom Products: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third-Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not

occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

e. Contractor's Obligation with Regard to Third-Party Software Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

65. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

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Contract Award Notification

Title	:	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number	:	23109 (Replaces 22398)
Contract Period	:	December 2, 2018 – December 1, 2023
Bid Opening Date	:	August 14, 2018
Date of Issue	:	December 2, 2018
Specification Reference	:	As Incorporated In The Solicitation
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name	: Matthew Jones	Procurement Services	
Title	: Contract Management Specialist I	Customer Services	
Phone	: 518-474-4163	Phone	: 518-474-6717
Fax	: N/A	Fax	: 518-474-2437
E-mail	: matthew.jones@ogs.ny.gov	E-mail	: customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care.
INSTALLATION IS NOT PART OF THIS AWARD.

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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.

GROUP 20915 - FURNITURE, ALL TYPES
(except Hospital Room and Patient Handling) (Statewide)
AWARD 23109

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".

Contractor	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Allseating Corp.	X	X				X	X	X	X	
Allsteel Inc.	X		X			X	X	X	X	X
Amcase Inc.	X	X	X			X	X	X		X
Artopex Inc. Award Pending	X	X	X			X	X	X	X	X
Aurora Storage					X		X			
Biofit Engineered Products Inc.			X			X	X	X	X	
Brodart Co.	X					X	X			
Columbia Manufacturing Inc.								X		
Community Products D/B/A Community Playthings								X		
D3 Inc. D/B/A 9to5					X	X	X	X	X	
Ditto Sales Inc.	X	X	X		X	X	X	X	X	
Fleetwood Group Inc.	X		X			X	X	X		
Furniture Pro Corporation	X	X	X	X	X	X	X	X	X	X
Global Industries Inc.	X	X	X		X	X	X	X	X	X
High Point Furniture Industries Inc.	X	X	X		X	X	X	X	X	
Indiana Furniture	X		X			X	X		X	
Interior Resources	X	X	X		X	X		X		
John Savoy and Sons Inc.	X	X	X							
Kimball Office Inc.	X	X	X			X	X	X	X	X
KNU D/B/A La-Z-Boy		X	X				X		X	
Krueger International Inc.	X	X	X			X	X	X	X	X
Maxon Furniture Inc.	X	X	X			X	X			X
Moduform Inc.		X	X		X	X	X		X	
Nickerson Corp.	X		X			X	X	X	X	X
Palmer Hamilton LLC	X	X	X			X	X	X		
Paragon Furniture			X			X	X		X	
Safco Products Co.	X		X	X		X	X	X	X	X
School Outfitters LLC	X		X			X	X	X	X	X
SICO America Inc.	X		X					X		
Silver Street Inc.	X		X			X	X	X		
Spec Furniture Inc.	X	X	X			X	X	X	X	
The HON Company LLC	X		X			X	X	X	X	X
Thompson Contract Inc.	X	X	X		X	X	X	X	X	
Workrite Ergonomics Canada	X						X	X		

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://www.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 - 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
 Office of General Services
 Procurement Services
 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 & returned to:

OGS Procurement Services
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 customer.service@ogs.ny.gov
 * * * * *



1st Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	23109 (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	January 10, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care.
INSTALLATION IS NOT PART OF THIS AWARD.

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

Contractor	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Agati Inc.			X			X	X	X		
Arcadia Chair Company	X						X		X	
Artco Bell Corporation	X		X				X	X		
Integra Inc.		X	X		X	X	X		X	
Kaplan Early Learning Company								X		
Lesro Industries Inc.	X						X			
LIAT LLC						X				
RT London	X	X	X		X	X	X	X	X	
Sauder Manufacturing Co.	X	X	X		X	X	X	X	X	
Seating Inc.	X	X	X		X	X	X	X	X	
Sedia Systems Inc.								X	X	
Smith System Manufacturing Company Inc.								X		
Steelcase Inc.	X	X	X		X	X	X	X	X	X
Teknion LLC	X	X	X		X	X	X	X	X	X
Trendway Corporation	X		X			X	X	X	X	X

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://www.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and

5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



2nd Supplemental Contract Award Notification

PAGE 14

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	23109 (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	February 11, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Case Systems Inc.			X			X	X	X		X
Encore Seating Inc.	X						X		X	
Ergo-Industrial Seating Systems Inc.	X		X			X	X	X	X	
Exemplis LLC	X	X	X		X	X	X	X	X	
F. E. Hale Mfg. Co.						X	X			
Groupe Lacasse LLC	X		X			X	X	X	X	X
Haworth Inc	X	X	X		X	X	X	X	X	X
Keihauer LTD	X	X	X		X	X	X	X	X	
KFI Furniture LLC	X		X				X	X	X	
Mitchell Furniture Systems Inc.	X		X			X	X	X		
Nightingale Corporation	X				X	X	X	X	X	
NPS Public Furniture Corporation D/B/A National Public Seating	X		X			X	X	X	X	
The Gunlocke Company LLC	X		X				X			

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://www.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



3rd Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	23109 (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	February 21, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
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| 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".

	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Eminence Group Inc. D/B/A Colecraft Commercial Furnishings	X	X	X		X	X	X	X		
Hertz Furniture Systems, LLC			X			X	X	X		
Norix Group Inc.	X	X	X		X	X	X	X	X	
Office Master Inc.	X	X			X	X	X	X	X	
Stylex	X	X	X			X	X		X	

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PRICE:

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(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.

- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



4th Supplemental Contract Award Notification

PAGE 26

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	23109 (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023 (Updated March 26, 2019)
Bid Opening Date :	August 14, 2018
Date of Issue :	March 26, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Bay View Industries Inc. D/B/A SurfaceWorks	X	X	X		X	X	X	X		X
Computer Comforts Inc.	X		X			X		X		
Demco Inc.		X				X	X	X		
Evans Consoles Incorporated	X		X				X			
Herman Miller Inc.	X	X	X		X	X	X	X	X	X
Hickory Business Furniture LLC	X		X				X			
Humanscale Corporation	X		X				X	X		X
Mity Lite Inc.	X	X	X			X	X	X		
Senator International Inc.	X	X	X		X	X	X	X	X	X
Spacesaver Storage Systems Inc.				X		X	X			
Special-T LLC	X		X			X	X	X		
Swiftspace Inc.	X		X			X	X	X		X
Toledo Furniture Inc.	X	X	X			X	X	X		X

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://www.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and

5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



5th Supplemental Contract Award Notification

PAGE 32

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	23109 (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	April 10, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Blockhouse Company Inc.	X	X	X		X	X			X	
Claridge Products & Equipment Inc.	X							X		X
Daco Limited Partnership D/B/A Dauphin and Valo	X		X		X	X	X	X	X	
DARRAN Furniture Industries Inc.	X	X	X		X		X			X
Datum Filing Systems Inc. D/B/A Datum Storage Solutions		X	X	X		X	X	X		
Environamics Inc.										X
Ergonom Corporation D/B/A ERG International	X	X	X		X	X	X	X	X	
HLF Furniture	X					X	X			X
IMF Solutions LLC D/B/A Invincible	X		X			X	X	X		X
Jasper Seating Company Inc.	X		X			X	X	X	X	X
Knoll Inc.	X	X	X		X	X	X	X		X
Mobilier du Bureau Logiflex	X	X	X			X	X	X	X	
National Office Furniture Inc.	X		X			X	X	X	X	X

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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.

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- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://www.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down)
- C. The 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;
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- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



6th Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	23109 (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	April 25, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
AmTab Manufacturing Corporation								X		
ASSA Group Inc. D/B/A Enwork	X		X			X	X	X		X
Grand Rapids Chair Company	X	X	X		X	X		X		
Krug Inc.	X	X	X		X	X	X	X	X	
Lakeshore Learning Materials								X		
OFS Brands Inc.	X	X	X		X	X	X	X	X	
Palmieri Furniture LTD						X				
Tesco Industries LP	X					X				
Transformations by Wieland Inc.		X	X		X	X	X	X	X	
United Supply Corp.	X	X	X	X	X	X	X	X	X	X
VS America Inc.	X		X			X	X	X	X	

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://www.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.

- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://www.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



7th Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	<u>23109</u> (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	May 2, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care.
INSTALLATION IS NOT PART OF THIS AWARD.

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Meubles Foliot Inc. D/B/A Foliot		X								

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

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- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

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B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



8th Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	<u>23109</u> (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	May 21, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
A2S Inc.	X		X			X	X	X		X
A.F.C. Industries Inc.	X						X	X		X
Affordable Interior Systems Inc.	X		X		X	X	X	X	X	X
Arconas Corporation						X		X	X	
Bush Industries Inc.	X						X	X		
Classic Leather Inc D/B/A St. Timothy Chair	X		X		X	X	X		X	
DSI Industries Inc. D/B/A ofgo Studio	X	X	X			X	X	X		
ErgoFlex Systems Inc. D/B/A Xybix	X						X			X
ErgoGenesis Inc.							X		X	
Mesa Contract Incorporated							X			X
New England Woodcraft Inc.		X	X		X					
NOVA Solutions Inc.	X		X			X		X		
PS Furniture Inc.			X		X		X	X		X
Rapp Productions Inc. D/B/A FurnitureLab	X	X	X			X	X	X	X	
Raynor Marketing LTD D/B/A Eurotech	X						X	X	X	

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down)
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



9th Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	<u>23109</u> (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	June 18, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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.

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10. Includes products and parts to build "Cubicles".

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
ESI Ergonomic Solutions, a Division of Fellowes Inc.	X	X				X	X	X		
Fairway Holdings Inc. D/B/A Berco Designs	X		X			X	X	X		
Hancock and Moore D/B/A Cabot Wrenn	X	X	X		X	X	X		X	
Haskell Office	X		X			X	X	X	X	
Inscape						X	X	X		X
Library Interiors Inc.	X	X	X	X		X	X	X		
Metalworks Inc. D/B/A Great Openings		X			X	X	X	X		
School Specialty Inc.			X				X	X		
Source International	X	X			X	X	X	X	X	
TMC Furniture Inc.	X	X	X		X	X	X	X		
Trinity Furniture	X	X			X	X	X		X	
Via Inc.	X	X			X	X	X	X	X	
WB Manufacturing LLC			X	X		X	X	X		

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RS,RP,RA	Recycled
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NOTE TO AUTHORIZED USERS:

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- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE:

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**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
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- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and

5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
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HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
Contract Performance Report**

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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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



10th Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	<u>23109</u> (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	July 1, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(continued)

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- | | |
|--|-----------------------|
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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".

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
ADI Art Design International Inc.	X	X			X	X	X	X	X	
CBT Supply Inc.	X	X	X			X	X	X		
Commercial Furniture Group Inc.	X		X			X	X	X	X	X
DCI Inc.		X			X					
Diversified Woodcrafts Inc.			X					X		
Montel Aetnastak Inc.				X		X	X			
Russ Bassett Corporation	X						X			X
Spectrum Industries Inc.	X		X			X		X		
Stance Healthcare Inc.	X	X	X				X		X	
Wright Line LLC	X			X			X			X
Young Equipment Solutions Inc.								X		

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.

- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



11th Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	<u>23109</u> (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	July 17, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

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			X		X		
Endura LLC									X	
Leeder Furniture LLC		X								
Leland International Inc.	X	X	X		X	X	X	X	X	
MiEN Company	X	X	X		X	X	X	X	X	
Neutral Posture Inc.	X		X			X	X		X	X
TAB Products Co LLC				X						
Tristate Apartment Furnishers LLC	X	X	X		X	X	X			

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.

- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



12th Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	<u>23109</u> (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	July 31, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
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| 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".

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Foliot Furniture Pacific Inc.		X								

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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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 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.

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Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS: Prices are discount from Manufacturer's List Price. All discounts, to include applicable volume discounts, are available on each Contractor's Attachment 10 – Contact Information and Terms and Conditions, located on their respective Contact Information Page and/or on the Terms and Conditions page on the OGS website: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

DELIVERY: All Contractors will be required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged, and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.

- A. Inside delivery is intended for essentially free-standing furniture when the Authorized User 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), removal of debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture and high-density filing, which is not included in the scope of this Solicitation.
- B. The inside delivery fee may not be used to assemble furniture shipped KD ("Knocked Down")
- C. The 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. Delivery fee must be agreed to by the Authorized User and Contractor prior to delivery; and
 5. Deviations from the above shall require a separate non-contract negotiation by the Authorized User at the time of order.
- D. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- E. Price shall include all customs duties and charges and be 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 agreement, delivery locations may be expanded per the "Extension of Use" clause.
- F. The Contractor may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.

AUTHORIZED RESELLERS: OGS agrees to permit Bidders to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Solicitation. Authorized Resellers may be added quarterly during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Authorized Reseller List*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).

B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION: Installation is excluded from the scope of this Solicitation. Installation of products such as systems furniture, high density filing systems, etc. shall be handled by the ordering entity separately from this Solicitation and resultant Contract(s) according to the Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, and all state and local codes and public works guidelines, if applicable.

HOW TO USE: A How to Use is provided by OGS, and is located on the OGS Furniture Website, here: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

**State of New York
Office of General Services
Procurement Services
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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *



13th Supplemental Contract Award Notification

Title :	GROUP 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (STATEWIDE) Classification Code(s): 56
Award Number :	<u>23109</u> (Replaces 22398)
Contract Period :	December 2, 2018 – December 1, 2023
Bid Opening Date :	August 14, 2018
Date of Issue :	October 1, 2019
Specification Reference :	As Incorporated In The Solicitation
Contractor Information :	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Matthew Jones	Procurement Services	
Title :	Contract Management Specialist I	Customer Services	
Phone :	518-474-4163	Phone :	518-474-6717
Fax :	N/A	Fax :	518-474-2437
E-mail :	matthew.jones@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office Furniture, School Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD.**

PR #23109

(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 Award.

Product Category Matrix

The following commercial and institutional quality furniture categories are available under Award No. 23109

NOTE: 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 Award.

- | | |
|--|-----------------------|
| 1. Conference Furniture (seating and tables) | 7. Office Furniture |
| 2. Dormitory Furniture | 8. School Furniture |
| 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".

Bidder	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Jonti-Craft Inc.								X		

AGENCIES SHOULD NOTIFY THE NEW YORK STATE 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 THE PROCUREMENT SERVICES.

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 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).

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State.

Pricelists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/awards/2091523109ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
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**State of New York
Office of General Services
Procurement Services
Contract Performance Report**

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• 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 & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *

Customer Services Coordination

Office of General Services
New York State Procurement
Customer Services Coordination
38th Floor Corning Tower
Empire State Plaza
Albany, New York 12242

Tel: 518-474-6717
Fax: 518-474-2437
Email : customer.services@ogs.ny.gov

Contract Performance Report

Please take a moment to let us know how any contract award has measured up to your expectations by sending us a [Contract Performance Report](#)  which is available as a PDF (Portable Document Format) file for printing. Please mail the completed form to us. If you do not currently have Adobe Acrobat Reader, we have provided a link for you to obtain a free copy. Thank you.

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(PDF files are available in text format by contacting customer.services@ogs.ny.gov)
