

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

9th REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 20600 – CARPET AND CARPET TILE (Statewide)	
		Classification Code(s): 30, 52, 72	
Award Number	:	<u>20759 - RA</u>	(Replaces Award 01072-G-RA)
Contract Period	:	March 1, 2008 – February 28, 2014	
Bid Opening Date	:	August 1, 2007	
Date of Issue	:	April 17, 2008 (Original Award) September 28, 2009 (Supplemental Award) Update: November 20, 2013	
Specification Reference	:	As Incorporated In The Invitation for Bids	
Contractor Information	:	Appears on Page 2 of this Award	

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Terry Deere Riley Title : Contract Management Specialist 1 Phone : 518-474-2717 Fax : 518-474-1160 E-mail : terry.deere@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

Various Product Lines of Commercial Carpet and Carpet Tile (Modular) and Adhesives

PR # 20759-T

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR ID#</u>
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PC63777 SB	HAGE CARPET CO., INC. 4661 Commercial Drive Box 335 New Hartford, NY 13413	(315) 736-4401 Joseph M. Hage Fax: (315) 736-3780 E-mail: hagecarpet@aol.com	F: 161108125 V: 1000007762
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(Original Contract – Date of Issue: 4/17/08)

Electronic Access Ordering is available. Contractor will accept the New York State Procurement Card for orders up to \$10,000.00. Some products are manufactured from recycled materials. See details herein.

PC63778	INTERFACE AMERICAS INC. d/b/a InterfaceFLOR, LLC. 1503 Orchard Hill Road LaGrange, GA 30241	(800) 634-6032 (716) 836-7823 Mary Webber Fax: (800) 830-9506 E-mail: mary.webber@interfaceflor.com	F: 58-2132517 V: 1000009548
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(Original Contract – Date of Issue: 4/17/08)

Catalog is available on the internet. Electronic Access Ordering is available. Some products are manufactured from recycled materials. See details herein.

PC63779	MOHAWK CARPET DISTRIBUTION, INC. d/b/a Lees Carpets 1975 West Oak Circle Marietta, GA 30062	Office: (518) 478-9681 Cell: (518) 281-7847 Jamey Jenkins E-mail: jameyajenkins@gmail.com Web site: www.leescarpets.com	F: 58-2173403 V: 1000009550
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(Original Contract – Date of Issue: 4/17/08)

Catalog is available on the internet. Electronic Access Ordering is available. Contractor will accept the New York State Procurement Card for orders up to \$10,000.00. Some products are manufactured from recycled materials. See details herein.

PC64610	MOHAWK CARPET DISTRIBUTION, INC. 160 South Industrial Blvd. Calhoun, GA 30701	Office: (518) 478-9681 Cell: (518) 281-7847 Jamey Jenkins E-mail: jameyajenkins@gmail.com	F: 58-2173403 V: 1000009550
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(Supplemental Contract Award – Date of Issue: 9/28/09)

Contractor will accept the New York State Procurement Card for orders up to \$10,000.00. Some products are manufactured from recycled materials. See details herein.

(List of Contractors continued on next page.)

(continued)

NOTE: See individual contract items to determine actual awardees.

(List of Contractors continued from previous page.)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR ID#</u>
PC63781	TANDUS FLOORING US LLC 311 Smith Industrial Blvd. Dalton, GA 30722	(800) 241-4902 x1152 (585) 750-0528 Thom Curatalo Fax: (866) 598-3294 E-mail: tcuratalo@tandus.com Web Site: www.tandus.com	F: 80-0118849 V: 1000009707

(Original Contract – Date of Issue: 4/17/08)

Catalog is available on the internet. Electronic Access Ordering is available.
Contractor will accept the New York State Procurement Card for orders up to \$10,000.00.
Some products are manufactured from recycled materials. See details herein.

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY 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 NEW YORK STATE PROCUREMENT.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a certified Minority-owned Business Enterprise and/or Woman-owned Business Enterprise. Also, certified MBE and WBE dealers have been designated on the dealer lists for this Contract Award Notification on the OGS website.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

(continued)

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE:

General - Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including delivery inside door of receiving agency platform or inside doors of receiving area if a truck height platform is not available. (An agency shall note on purchase order that they do not have a receiving platform.) If an agency can accept tailgate delivery, they should pursue a delivery discount from the contractor. However, some contractors may not offer additional discount for tailgate delivery and that has been noted herein per contractor.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Discount or Upcharge - Price is expressed as a single percentage discount or single percentage upcharge (stated within two decimal places) to the price list offered. When placing orders, the percentage discount or percentage upcharge shall be applied on the basis of one coloration of one carpet/carpet tile style.

Price List Format - Excel Spreadsheets for Price Submission Form and Dealer List Submission Form:

Price List Submission Form - Future allowable updates to the contract can be submitted by contractor in the same electronic format as stated in the Invitation For Bids that resulted in this contract. In the event of a discrepancy between "hard" (paper) copy and electronic copy, the electronic copy shall prevail unless obviously erroneous.

Furthermore, NYS Procurement intends to post these completed spreadsheets in the updated Contract Award Notification on the OGS website. If a contractor does not have the capability to complete the spreadsheet electronically, then NYS Procurement intends to post a scanned copy of price list submitted with bid, as part of the updated Contract Award Notification on the OGS website.

Dealer List Submission Form - Contractor shall designate those dealers certified as New York State Minority and Women Owned Businesses. Allowable dealer updates to the contract can be submitted to PSG by contractor in the same electronic format as stated in the Invitation for Bids that resulted in this contract, for updating posted information on the OGS website.

Furthermore, NYS Procurement intends to post these spreadsheets as part of the updated Contract Award Notification on the OGS website. If a contractor does not have the capability to complete the spreadsheet electronically, then NYS Procurement intends to post a scanned copy of the dealer list submitted with update, as part of the updated Contract Award Notification on the OGS website. In this case, dealer lists should be typewritten by the contractor in the same format that is in the Dealer List Submission Form and 3 hardcopies shall be submitted. Contractor shall designate those dealers certified as New York State Minority and Women Owned Businesses. Allowable dealer updates to the contract can be submitted to NYS Procurement by contractor in the same electronic format for updating posted information on the OGS website.

(continued)

PRICE: (Cont'd)

DO NOT CHANGE THE FORMAT OF THE EXCEL SPREADSHEETS. DO NOT MOVE, CHANGE OR OMIT INFORMATION IN THE SPREADSHEETS. COMPLETE THE SPREADSHEETS AS PRESENTED IN THE SOLICITATION (IFB) DOCUMENT.

Updated Price Lists - The price list bid shall remain firm through November 30, 2008; thereafter the contractor may update their price list **ONE** (1) time during each subsequent year of the contract, to reflect manufacturer's price changes, product additions and product discontinuance as established by the manufacturer as is normally done for the trade in general. Contractor may update dealer list at the same time. However, all percentage discounts or percentage upcharges bid shall either remain firm (unchanged) for the duration of the resulting contract or the contractor may increase percentage discounts or decrease percentage upcharges. Contractors shall submit three (3) copies of their updated price list and three (3) copies of related net price list and a list of product additions to the price list (along with required documentation) to the Office of General Services, Procurement Services Group, for review and approval. If approved, the updated (new) price list and contract changes shall become effective upon the issuance by the NYS Procurement of a Purchasing Memorandum or a revised Contract Award Notification. The State may consider changes to price list on an as needed basis if there is a compelling reason to do so.

Volume Discounts – Contractors have offered volume discounts. Volume discounts may be applied per purchase order or cumulatively per customer agency and the basis for applying the volume discount(s) is indicated herein per contractor. It is the responsibility of the customer agency to maintain adequate records of orders placed to determine when volume discounts shall be applied on future orders.

Options – Some contractors are offering options. When “options” are added, final product shall meet “Detailed Product Specifications” herein. Option prices shall be reasonable.

Adhesives – Some contractors are offering adhesives to be used with offered carpeting products. When adhesives are added, final product shall meet “Detailed Product Specifications” herein. Adhesive prices shall be reasonable.

Best And Final Offer at Time of Purchase - Authorized Users are to:

- ◇ Make the most practical and economical selection at time of purchase to meet its form, function and utility requirements;
- ◇ View the net pricing resulting from the application of contract discounts or upcharges as maximum pricing and as a benchmark toward negotiating a better offer particularly when strong competition exists among comparable product lines;
- ◇ Consider recycled carpet, where possible.

NET PRICE LISTS AND DEALER LISTS:

Links to net prices and dealer lists for each contractor are available as part of this Contract Award Notification on the OGS website.

(continued)

ITEM NO. 1: COMMERCIAL CARPET – STERLING CARPET

Carpet is as described in “Detailed Product Specifications” incorporated herein.

Manufacturer: Sterling Carpet Mills

Product Line: Sterling Carpet

Name and date of Price List: Sterling Carpet – Price List Dated 6-4-2007

Discount from Price List: 7% Discount for orders of less than 150 square yards

(Also, see volume discounts below.)

Guaranteed Delivery: 7-45 Calendar Days A/R/O

Minimum Order For:

Carpet (Rolls): 8 square yards

Modular Carpet Tile: 10 square yards

6' Carpet: 10 square yards

Products Available for Quick Ship: Aspen III, Columbus Circle, Fort Plain, Graduate,
New Rochelle, Norwood, Pindar, Steeltex, Wearathon II.

Quick Ship Products – Guaranteed Delivery: 3-10 Calendar Days A/R/O

OPTIONS available:

Pricing shall be added to net broadloom carpet price.

OPTION

PRICE

Green Peace 40

\$6.00 sq. yd.

Carpet Tile

Size 24” x 24”

Min. order 1,000 sq. yd.

Cape Cod 40

\$6.00 sq. yd.

Carpet Tile

Size 24” x 24”

Min. order 1,000 sq. yd.

VOLUME DISCOUNTS:

150-1,000 sq. yd.: 11% discount from Price List

Over 1,000 sq. yd.: 14% discount from Price List

Volume discounts apply per purchase order.

See Net pricing on OGS website.

RECYCLED CONTENT OR ENVIRONMENTALLY FRIENDLY:

Green Peace 40 and Cape Cod 40 are made from yarn made from recycled materials (PET recycled fiber).

CONTRACTOR, ITEM NO. 1: HAGE CARPET CO., INC.

(continued)

ITEM NO. 2: COMMERCIAL CARPET – INTERFACEFLOR, LLC.

Carpet is as described in “Detailed Product Specifications” incorporated herein.

Manufacturer: Interface Americas, Inc.

Product Line: InterfaceFlor, LLC Modular Carpet Tile and 6’ Carpet

Name and Date of Price List: Interface Americas, Inc., Brand: InterfaceFLOR, Retail Price List

Dated May 23, 2011

Discount from Price List of Purchase through Dealers: 48 % for orders through 149 sq. yd.

(Also, see volume discounts below.)

Additional Discount for Tailgate Delivery: None

Guaranteed delivery: 30-45 Calendar Days A/R/O

Minimum Order For:

Modular Carpet Tile: 5.98 square yards

6’ Carpet: 50 square yards

Shippable Overages: 6-249 yds. 4% overage

250 – 749 yds. 3% overage

750 – 2499 yds. 2% overage

2500 yds. plus 1% overage

OPTIONS (i.e., alternate backings, etc.)

Pricing shall be added to net carpet price.

See **Net Pricing on OGS website for options and pricing.**

ADHESIVES

Adhesives are available for laying carpet and

these adhesives have Carpet & Rug Institute Green Label

Certification.

See **Net pricing on OGS website for adhesives and pricing.**

VOLUME DISCOUNTS:

150-1,000 sq. yd.: 52 % Discount for purchases through dealers

1,001 sq. yd. and over: 57.50% Discount for purchases through dealers

Volume discounts apply per purchase order.

See **Net pricing on OGS website.**

RECYCLED CONTENT OR ENVIRONMENTALLY FRIENDLY:	<u>STYLE</u>	<u>Certifying Organization/ LEEDS Points</u>
	All InterfaceFLOR Carpet and Adhesive	US Green Building Council 1 LEED™ Point

**CONTRACTOR, ITEM NO. 2: INTERFACE AMERICAS, INC,
D/B/A INTERFACEFLOR, LLC.**

(continued)

ITEM NO. 3: COMMERCIAL CARPET – LEES CARPETS

Carpet is as described in “Detailed Product Specifications” incorporated herein.

Manufacturer: Mohawk Ind./Lees Carpets
 Product Line: Broadloom and Carpet Tile
 Name and Date of Price List: Lees Broadloom and Modular Confidential Price List,
 January 9, 2009 – Updated May 1, 2009.
 Discount from Price List: 10% for orders through 149 sq. yd.
 (Also, see volume discounts below.)

Additional Discount for Tailgate Delivery: None
 Guaranteed Delivery: 70 Calendar Days A/R/O
 Minimum Order For:
 Carpet (Rolls): 1 square yards
 Modular Carpet Tile: 6.2 sq. yd. (full cartons) ICT or 8.0 sq. yd. (full cartons) Encycle
 The following products **in limited colors** are available for **Quick Ship**: Artstone III Tile, Attribute BL & Tile,
 Basare III BL, Bello III BL, Designscene Tile, Faculty IV BL & Tile, First Step Tile,
 Flamestitch BL & Tile, Gershwin BL & Tile, Heartland BL & Tile, Ives BL & Tile, Notion III,
 Photofinish BL & Tile, Random Path Tile, Sisalcraft II BL & Tile, Step Up Tile, Texture Blocks Tile,
 The Groove Tile, Workforce BL & Tile, Woven Circuit Tile
 Quick Ship Products – Guaranteed Delivery: 14 Business Days A/R/O

OPTIONS (i.e., alternate backings, etc.):	<u>OPTION</u>	<u>PRICE</u>
Pricing shall be added to net carpet price.	Uniplus II	\$4.75 sq. yd.
	Air Trek	\$3.00 sq. yd.

ADHESIVES:
 Adhesives are available for laying carpet and these adhesives have Carpet & Rug Institute Green Label Certification. Volume discounts do not apply for adhesives.

<u>Type</u>	<u>Size</u>	<u>Spread Rate</u>	<u>Price</u>
WetSet Adhesive (A0056) for Broadloom use only.	4-Gal Pail	25 sq yds per Pail	\$58.00
Lees Pressure Sensitive Adhesive for 6’ Vinyl Back and Tile use only.	4-Gal Pail	140 sq yds per Pail	\$122.00
Lees Conductive Pressure Sensitive Adhesive for 6’ Vinyl Back and Tile use only	4-Gal Pail	140 sq yds per Pail	\$130.00
Self-Lock Tile Option Manufacturer’s Applied Adhesive	100 sq yd Minimum	No Overage Required	\$1.20 per yard
EverSeal One Coat Floor Sealer for all Vinyl Back installations and problematic Broadloom installations.	4-Gal Pail	160 sq yds per Pail	\$200.00
Sureseal Cut back sealer	4-Gal Pail	160 sq yds per Pail	\$113.00

(continued)

ITEM NO. 3: COMMERCIAL CARPET – LEES CARPETS (Cont'd)

VOLUME DISCOUNTS:

Volume discounts apply per purchase order.

150-1,000 sq. yd.: Additional 8%-21% discount

1,001-5,000 sq. yd.: Additional 3% discount

5,001 sq. yd. and over: Additional 2% discount

See Net pricing on OGS website.

**CONTRACTOR, ITEM NO. 3 – MOHAWK CARPET DISTRIBUTION, INC.
D/B/A LEES CARPETS**

(continued)

ITEM NO. 4: COMMERCIAL CARPET – COLLINS & AIKMAN (C&A)

Carpet is as described in “Detailed Product Specifications” incorporated herein.

Manufacturer: Tandus US Inc.

Product Line: C&A Brand – Carpet Tile (Modular) and 6’ Roll

Name and Date of Price List: Tandus Flooring US LLC Commercial Price List November 1, 2011

Discount from Price List: 25% Discount on orders of 65-149 sq. yd.

(Also, see volume discounts below.)

Additional Discount for Tailgate Delivery: None

Guaranteed Delivery: 52 Calendar Days A/R/O

Minimum Order For:

Modular Carpet Tile: 65 square yards

6’ Carpet: 65 square yards

Shippable Overages:	Less than 500 s/y	5% overage
	From 501 – 1000 s/y	4% overage
	From 1,001 – 2,500 s/y	2% overage
	Over 2500 s/y	1% overage

The following products in **limited colors** are available for **Quick Ship (Fast Trak)**: Abrasive Action, Applause, Colored Pencil, Crayon, Field Day, Haiku, Infinity, Plexus Colour, Runaway, Sentinel 2, Tanka, Voyager

Quick Ship (Fast Trak) Products – Guaranteed Delivery: 24 Calendar Days A/R/O

ADHESIVES:

Adhesives available for laying carpet and various adhesives have Carpet & Rug Institute Green Label Certification.

See Net pricing on OGS website for adhesives and pricing.

VOLUME DISCOUNTS:

150-1,000 sq. yd.: 32% Discount from Price List

1,001 sq. yd. and over: 38% from Price List

Volume discounts apply per purchase order.

See Net pricing on OGS website.

ENVIRONMENTALLY FRIENDLY:

ER-3 Tile: recycled content & 100% recyclable

Cushion Roll (6 Foot): 100% recyclable

Many styles can help contribute toward earning LEED points.

Contact contractor for details.

CONTRACTOR, ITEM NO. 4: TANDUS FLOORING US LLC

(continued)

ITEM NO. 5: COMMERCIAL CARPET – BIGELOW COMMERCIAL – BROADLOOM

Carpet is as described in “Detailed Product Specifications” incorporated herein.

Manufacturer: Mohawk Commercial

Product Line: Bigelow Commercial – Broadloom

Name and Date of Price List: Bigelow Broadloom Price List January 9, 2009 – Updated August, 2009

Discount from Price List for Purchase through Dealers: 27%

Additional Discount for Direct Purchase of Material through Contractor: Additional 12%

(Also, see volume discounts below.)

Additional Discount for Tailgate Delivery: None

Guaranteed delivery: 65 Calendar Days A/R/O

Minimum Order for Carpet (Rolls): 133 square yards (Net Roll Price)

Cut Carpet available at Net Cut Price: 12-132 sq. yd.

OPTIONS (i.e., alternate backings, etc.)

Pricing shall be added to net carpet price.

<u>Option</u>	<u>Price</u>
<u>Backing</u>	
Lifeloc Laminate	\$5.80/sq. yd.
Lifeloc Cushion	\$7.45/sq. yd.
Weldloc Bloc	\$4.15/sq. yd.
Dua-loc AC	\$6.75/sq. yd.
Dura-loc MG	\$5.65/sq. yd.
UPS RE	\$2.75/sq. yd. 1,500 sq. yd. minimum per color
UPS RE Bloc	\$2.75/sq. yd. applied to standard UPS RE only
Woven Laminate	\$5.80/sq. yd.

Min. order: 133 sq. yd. per color, except as noted for UPS RE

Shippable Overage: 5% or 20 sq. yd.; whichever is greater

ADHESIVES

Adhesives are available for laying carpet and these adhesives have Carpet & Rug Institute Green Label Plus Certification.

<u>Adhesive</u>	<u>Price</u>
Nu Broadlok	\$64/pail
Premium Plus	
Everseal One Coat Floor Sealer (For Moisture/PH)	\$200.00/4 gal. pail
Sure Seal (Cut Back Sealer)	\$113.00/4 gal. pail

VOLUME DISCOUNTS:

1,000 sq. yd. and over: Additional 1% Discount

Volume discounts apply per purchase order.

See Bigelow Broadloom Net Price List November 27, 2009 (Revised January 2010) on OGS Website.

(continued)

ITEM NO. 5: COMMERCIAL CARPET – BIGELOW COMMERCIAL – BROADLOOM (Cont'd)

	<u>STYLE</u>	<u>Certifying Organization/ LEEDS Points</u>
RECYCLED CONTENT OR ENVIRONMENTALLY FRIENDLY:	All Broadloom Styles	Qualify for various US Green Building Council LEED™ Points

Many products consist of recycled content.
All products are eligible for recycling programs.
Please contact contractor for specific details on products of interest.

CONTRACTOR, ITEM NO. 5: MOHAWK CARPET DISTRIBUTION, INC.

(continued)

ITEM NO. 6: COMMERCIAL CARPET – BIGELOW COMMERCIAL MODULAR

Carpet is as described in “Detailed Product Specifications” incorporated herein.

Manufacturer: Mohawk Commercial
 Product Line: Bigelow Commercial - Modular (Carpet Tile)
 Name and Date of Price List: Bigelow Modular Price List January 9, 2009 – Updated August, 2009
 Discount from Price List for Purchase through Dealers: 25%
 Additional Discount for Direct Purchase of Material through Contractor: Additional 12%
 (Also, see volume discounts below.)

Additional Discount for Tailgate Delivery: None
 Guaranteed delivery: 65 Calendar Days A/R/O
 Minimum Order for Modular Carpet Tile: 100 square yards and sold in full cases only

ADHESIVES

Adhesives are available for laying carpet and these adhesives have Carpet & Rug Institute Green Label Plus Certification.

<u>Adhesive</u>	<u>Price</u>
Nu Broadloc	\$123/pail
Premium Releasable	
NuSprayloc (28 lb. canister) DK115	\$445/unit
NuSprayloc Platinum (28 lb. canister) DK131	\$1,235/unit
EnPress HP/SKU B2000 (For PVC Tile only)	\$200.00/4 gal pail
EnPress HP/SKU B3000 (For Urethane Tile only)	\$200.00/4 gal pail
Everseal One Coat Floor Sealer (For Moisture/PH)	\$200.00/4 gal pail
Sure Seal (Cut Back Sealer)	\$113.00/4 gal pail
Self Lock (Pre-Applied Adhesive) 100 s/y min.	\$1.20 sq. yd.

VOLUME DISCOUNTS:
 1,000 sq. yd. and over: Additional 1% Discount
 Volume discounts apply per purchase order.

See Bigelow Modular Net Price List November 27, 2009 (Revised January 2010) on OGS Website.

RECYCLED CONTENT OR ENVIRONMENTALLY FRIENDLY:

Many products consist of recycled content.
 All products are eligible for recycling programs.
 Please contact contractor for specific details on products of interest.

CONTRACTOR, ITEM NO. 6: MOHAWK CARPET DISTRIBUTION, INC.

(continued)

ITEM NO. 7: COMMERCIAL CARPET – BIGELOW COMMERCIAL – SELF LOK PVC & SELF LOK EN (URETHANE)

ITEM NO. 7 HAS BEEN COMBINED INTO ITEM NO. 6.
PLEASE REFER TO ITEM NO. 6: COMMERCIAL CARPET – BIGELOW COMMERCIAL - MODULAR

ITEM NO. 8: COMMERCIAL CARPET – KARASTAN CONTRACT (formerly Durkan Commercial) – BROADLOOM

Carpet is as described in “Detailed Product Specifications” incorporated herein.

Manufacturer: Mohawk Commercial
Product Line: Karastan Contract (formerly Durkan Commercial) - Broadloom
Name and Date of Price List: Durkan Commercial Price List June 4th 2007
Discount from Price List: 24%
Additional Discount for Direct Purchase of Material through Contractor: Additional 12%
(Also, see volume discounts below.)

Additional Discount for Tailgate Delivery: None
Guaranteed delivery: 65 Calendar Days A/R/O
Minimum Order for Carpet (Rolls): 133 square yards (Net Roll Price)
Cut Carpet available at Net Cut Price: 12-132 square yards

OPTIONS (i.e., alternate backings, etc.)
Pricing shall be added to net carpet price.

Option	Price
<u>Backing</u>	
Lifeloc Laminate	\$5.45/sq. yd.
Lifeloc Cushion	\$6.95/sq. yd.
Weldloc Bloc	\$3.85/sq. yd.

Min. order: 133 sq. yd. per color
Shippable Overage: 5% or 20 sq. yd.; whichever is greater

ADHESIVES
Adhesives are available for laying carpet and these adhesives have Carpet & Rug Institute Green Label Plus Certification.

<u>Adhesive</u>	<u>Price</u>
Nu Broadlok	\$64/pail
Premium Plus	

VOLUME DISCOUNTS:
1,000 sq. yd. and over: Additional 1% Discount
Volume discounts apply per purchase order.

See Net pricing on OGS Website.

RECYCLED CONTENT OR ENVIRONMENTALLY FRIENDLY:	<u>STYLE</u>	<u>Certifying Organization/LEEDS Points</u>
	All Broadloom Styles	Qualify for various US Green Building Council LEED™ Points

Many products consist of recycled content.
All products are eligible for recycling programs.
Please contact contractor for specific details on products of interest.

CONTRACTOR, ITEM NO. 8: MOHAWK CARPET DISTRIBUTION, INC.

(continued)

ITEM NO. 9: COMMERCIAL CARPET – KARASTAN CONTRACT (formerly Durkan Commercial) – CARPET TILE

Carpet is as described in “Detailed Product Specifications” incorporated herein.

Manufacturer: Mohawk Commercial

Product Line: Karastan Contract (formerly Durkan Commercial) – Carpet Tile

Name and Date of Price List: Durkan Commercial Carpet Tile Pricing June 4, 2007

Discount from Price List: 23%

Additional Discount for Direct Purchase of Material through Contractor: Additional 12%

(Also, see volume discounts below.)

Additional Discount for Tailgate Delivery: None

Guaranteed delivery: 65 Calendar Days A/R/O

Minimum Order for Modular Carpet Tile: 100 square yards and sold in full cases only

ADHESIVES

Adhesives are available for laying carpet and these adhesives have Carpet & Rug Institute Green Label Plus Certification.

<u>Adhesive</u>	<u>Price</u>
Nu Broadloc Premium Releasable	\$123/pail
NuSprayloc DK115	\$425/unit
NuSprayloc DK131	\$1,200/unit

VOLUME DISCOUNTS:

1,000 sq. yd. and over: Additional 1% Discount

Volume discounts apply per purchase order.

See Net pricing on OGS Website.

RECYCLED CONTENT OR ENVIRONMENTALLY FRIENDLY:

Many products consist of recycled content.

All products are eligible for recycling programs.

Please contact contractor for specific details on products of interest.

CONTRACTOR, ITEM NO. 9: MOHAWK CARPET DISTRIBUTION, INC.

(continued)

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

ESTIMATED QUANTITIES:

Each contract shall be for the quantities or dollar values actually ordered during the contract period. Agencies will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner.

ELECTRONIC PAYMENTS:

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

EMERGENCY PURCHASING:

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

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

(continued)

EXTENSION OF USE:

Any contract resulting from this bid 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.

CONTRACT MIGRATION:

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

USE OF CONTRACT AND OVERLAPPING CONTRACT ITEMS:

The contracts are intended to give New York State agencies access to an array of products that will better serve the individual needs of the end users. Prior to purchase, agencies should review their needs to be prepared to justify their purchase based on form, function and utility of the product as it pertains to their agency. Authorized users are encouraged not to limit review to just one product line. Agencies are also encouraged to use the products denoted as "Recycled Content or Environmentally Friendly" in this Contract Award Notification.

Products/services available in this contract may also be available from other New York State contracts. Contract users are 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.

CONTRACT PERIOD:

The contract period is as stated on the face page of the Contract Award Notification.

SHORT TERM EXTENSION:

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

PERIODIC RECRUITMENT:

After November 30, 2009, the State reserves the right to accept additional product lines not previously awarded and at twelve month intervals thereafter during the course of the contract or at any time determined by the State to be in its best interest.

The possible addition of product lines from existing contractors or new bidders shall be on the same basis as stated in the bid solicitation and with the possible updating of certain requirements. Bidders shall be required to submit an original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. (See in particular "PRICE", "MINIMUM CRITERIA TO CONSIDER A BID FOR AWARD" and "METHOD OF AWARD" in the bid document.).

(continued)

MINIMUM ORDER:

Minimum order is stated herein for each Item. The State reserves the right to re-negotiate the minimum order if it appears to be overly burdensome.

DELIVERY:

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

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

PRICE SHEETS FURNISHED TO END USERS:

Contractor shall be required to furnish, without charge, price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Price lists provided must reflect all products excluded from the resultant contract either through the deletion of those portions or by obvious indications within the price lists. Contractors shall mark **all price lists to clearly indicate products covered and excluded by the resulting contract**. 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. The contractor shall assist authorized users in the use of price lists upon request.

Upon request, contractor shall furnish without charge, copies of price lists identical to those accepted with bids (and subsequent approved future updated price lists) and samples and catalogs/brochures that fully describe the carpet on contract to all state agencies, political subdivisions, and others authorized by law to purchase from this resulting contract.

Please see also provisions of the PRICE clause.

DISCONTINUATION OF PRODUCTS:

Contractors shall provide a minimum of 60 days notice of products, colors and patterns being discontinued.

EXCLUDED PRODUCTS:

It is the contractor's responsibility to make sure excluded products are not sold under the contract. If a contractor is found not to be in compliance with contract terms and conditions, administrative action may be taken which may result in cancellation of contract.

WARRANTIES:

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

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

Where accessories are to be supplied, they must be compatible with the rest of the product.

(continued)

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Business. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total \$ Value</u>
					\$
				Grand Total	\$

The report is to be submitted to the Office of General Services, New York State Procurement, Tower Bldg., 38th Floor, Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

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

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

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

(continued)

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. Contractors have indicated if they will accept the NYS Purchasing Card for orders not to exceed \$10,000.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies 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" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such 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 the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS 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 OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

SCOPE:

The requirements stated below are to apply to all the carpet to be furnished, whether provided in rolls or in "tiles" (small individual modular squares). Carpet is to be commercial type for use in institutional settings which may be subject to high use, high traffic and high wear.

PHYSICAL CHARACTERISTICS:

Minimum Weight: 18 oz. yarn weight per square yard.

Maximum Weight: 42 oz. yarn weight per square yard.

Flammability: Class I Flooring Radiant Panel Test with a minimum critical radiant flux rating of .45 watts per square centimeter.

Methenamine Pill Test – CPSC FF 1-70-ASTM D2859 (Shall pass test.)

Smoke Density: NBS Smoke Chamber Test – ASTM E662 – Rating of less than 450 Flaming Mode.

Indoor Air Quality: Shall meet or exceed CRI Green Label criteria for indoor air quality. We will consider CRI Green Label Certification will be considered or test reports indicating products meet/equal or exceed the prescribed indoor air quality requirements.

Products with CRI Green Label Plus Certification will be identified in the Contract Award Notification document only if bidder submits such certification.

Static Control: When tested in accordance with AATCC-134 at 70°F/20% Relative Humidity, static propensity shall achieve a rating of 3.5 K.V. or less.

(continued)

MANUFACTURER’S CERTIFICATE OF COMPLIANCE:

When submitting proposed product additions in accordance with contract provisions herein, contractor shall submit a Manufacturer’s Certificate of Compliance stating that offered products meet flammability, smoke density, static control and indoor air quality requirements stated herein. Also, if requested, actual test reports must be supplied.

EDGE RAVEL:

Manufacturer’s Standard ten-year edge ravel warranty against edge ravel. (The State considered manufacturer’s Standard Warranty for exceptions such as for full cut pile.)

PVC:

Presently PVC (polyvinyl chloride) backing exists in the carpet industry and may be offered; however, in the future, the State reserves the right to eliminate products with PVC from the resulting carpet contract.

The State also encourages offers of non-PVC carpet products.

Customer agencies may elect not to use PVC products.

(continued)

COLOR:

Manufacturer's normal range of colors and patterns shall be available. If contractor or dealer receives a purchase order for a color or pattern that has been discontinued, it is the contractor's or dealer's responsibility to notify the ordering agency within three working days of receipt of purchase order to select an alternative color or pattern. If the agency cannot find a suitable substitute color or pattern, agency may elect to cancel the purchase order.

If a customer agency is in need of a custom color, finished carpet shall meet the requirements stated in the above "Detailed Product Specifications" and evidence of this shall be maintained by the contractor for the life of the carpet and provided to the customer agency upon request. Custom color shall be provided at the same contract price for the standard color for the selected carpet style. Providing custom color shall be at the option of the contractor.

"LEEDS" DEFINITION:

Leadership in Energy and Environmental Design

The LEED Green Building Rating System™ is the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. LEED gives building owners and operators the tools they need to have an immediate and measurable impact on their buildings' performance. LEED promotes a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

For more information on the use of their LEED products, please contact contractor.

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State of New York
Office of General Services
NEW YORK STATE PROCUREMENT
Contract Performance Report

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

Contract No.: _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

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

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