



# Contract Award Notification

<b>Title</b>	:	<b>Group 20915 – FURNITURE, ALL TYPES (except Hospital Room and Patient Handling) (Statewide)</b>
		<b>Classification Code(s): 56</b>
<b>Award Number</b>	:	<b><u>22398</u></b> (Replaces Award 20551 )
<b>Contract Period</b>	:	<b>December 2, 2013 – December 1, 2018</b>
<b>Bid Opening Date</b>	:	<b>June 7, 2012</b>
<b>Date of Issue</b>	:	<b>December 02, 2013 Updated May 26, 2016</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The IFB</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

**Furniture All Types Statewide:** Household & Quarters; Office Caseloads & Systems; School (all age groups); Shelving (open and high density) & Storage; Library; Computer; Auditorium & Theater; Task & Specialty Seating. Excludes furniture specific to Hospital Room & Direct Patient Care. **INSTALLATION IS NOT PART OF THIS AWARD. This version of the Contract Award Notification contains ALL ROUNDS (1-6) which were previously published separately.**

PR # 22398

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

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

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

**SCOPE:**

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

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

**DESCRIPTION OF CATEGORIES:**

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

PRICE

**General** - Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including dock delivery and tailgating of load which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck. In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

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

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

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

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

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

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

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

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

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

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

EXCLUSION OF PRODUCTS:

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

<b>Bidder</b>	<b>Cat. 1</b>	<b>Cat. 2</b>	<b>Cat. 3</b>	<b>Cat. 4</b>	<b>Cat. 5</b>	<b>Cat. 6</b>	<b>Cat. 7</b>	<b>Cat. 8</b>	<b>Cat. 9</b>	<b>Cat. 10</b>
Adden Furniture, Inc.		X	X		X	X	X			
Agati, Inc.	X		X		X	X	X	X	X	X
AIS Holdings Corp.	X						X			X
Allseating Corp.	X	X			X	X	X	X	X	
Allsteel, Inc.	X		X			X	X	X	X	X
Alumni Classroom Furniture, Inc.								X		
Amcase Inc.	X	X	X			X	X	X		X
American Seating Company	X	X	X	X		X	X	X	X	X
Anthro International Inc. dba Sitmatic	X		X		X	X	X	X	X	
Arcadia Chair Company	X	X	X		X	X	X			
Arconas Furniture									X	
Art Design International DBA - ADI	X					X	X	X	X	
Artco-Bell Corporation	X		X				X	X		
Arthur Gordon Associates dba Gordon International	X	X	X		X	X	X	X	X	
ArtoPex Inc.	X	X	X		X	X	X	X	X	X
ASSA Group	X		X			X	X	X		X
August Incorporated		X			X	X	X		X	
Aurora Storage Products, Inc.				X						
Biofit Engineered Products			X			X	X	X	X	
Blockhouse Company, Inc.		X	X		X				X	
Borroughs Corporation				X		X				
Bretford Manufacturing, Inc.	X	X	X			X	X	X		
Brodart Co.	X	X				X	X		X	
Butler Woodcrafters Inc.	X	X	X		X	X	X			
Case Systems, Inc.			X			X	X	X		X
CBT Supply, Inc.	X		X			X	X	X		X
Chromcraft Revington, Inc.	X	X	X				X		X	
Classic Leather, Inc.	X		X		X	X	X		X	
Columbia Manufacturing Inc.								X		
Commercial Furniture Group, Inc.	X	X	X		X	X	X	X	X	
Community Products LLC						X		X		
Computer Comforts, Inc.			X					X		
Concord Products Company Inc.	X		X				X	X	X	X
Corilam Fabricating Co Inc.			X		X	X		X		
Cramer LLC							X		X	
Daco Limited Partnership	X		X			X	X	X	X	
Darran Furniture Industries, Inc.	X	X	X		X		X			

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Datum Filing Systems Inc.		X	X	X		X	X	X		
David Edward Company Ltd	X	X	X		X	X	X			
DCI Inc		X			X					
DEMCO Inc			X			X	X	X		
Design Options Holdings LLC	X		X				X	X		X
DIRTT Environmental Solutions Inc.										X
Ditto Sales Inc	X		X			X	X	X	X	
Diversified Woodcrafts Inc	X	X	X			X	X	X	X	X
DPCAC LLC dba Dwyer Products		X					X	X		X
Ecologic Industries LLC		X	X		X	X	X			
Egan Visual International Inc.	X						X	X		
Eminence Group Inc. cba Colecraft	X	X	X		X	X	X	X		
Encore Seating Inc	X	X			X	X	X			
Endura LLC									X	
Ergoflex Systems Inc							X			X
ErgoGenesis LLC	X						X		X	
Ergonom Corporation	X	X	X		X	X	X	X	X	
ESI Ergonomic Solutions LLC			X				X			
Executive Office Concepts	X		X		X		X	X	X	X
Exemplis Corporation	X	X				X	X	X	X	
Fairway Holdings Inc. dba Berco Furniture Solutions							X			
F E Hale Mfg Co						X	X			
Fleetwood Group	X		X			X	X	X		
Furniture Pro Corporation		X				X	X	X		
Global Industries Inc	X	X	X		X	X	X	X	X	X
Grafco Inc Div of Toledo Furn Inc	X		X			X		X		X
Grand Rapids Chair Company					X	X		X		
Greene Manufacturing Inc								X		
Group Four Furniture Inc	X	X	X			X	X	X	X	
Groupe Lacasse LLC	X					X	X	X		X
Groupe Lacasse LLC dba Neocase	X	X				X	X	X		X
Gunlocke Company LLC, The	X		X				X		X	
Hallagan Manufacturing Inc					X					
Hancock & Moore LLC dba Cabot Wrenn	X		X			X	X		X	
Hann Mfg Inc			X					X		
Harden Furniture Inc	X	X	X		X	X	X			
Haskell Office LLC	X		X				X	X		

Bidder	Cat 1	Cat 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Haworth Inc			X				X			X
Herman Miller Inc	X	X	X			X	X	X	X	X
Hertz Furniture Systems LLC	X	X	X			X	X	X	X	
Highmark Smart Reliable Seating Inc-REASSIGNED										
High Point Furniture Industries Inc	X	X	X		X	X	X	X	X	
HLF Furniture, Inc.	X				X	X	X			
HON Company, The	X		X				X	X		X
Humanscale Corp	X						X		X	X
IMF Solutions LLC	X	X	X				X	X		X
Indiana Furniture Industries Inc	X		X			X	X		X	
Inscape						X	X	X		X
Integra Inc		X	X		X	X	X		X	
Interior Resources Inc	X	X	X		X			X		
Interior Systems Inc		X						X		
Ironwood Mfg Inc						X	X	X		
Irwin Seating Company								X		
ISE Inc	X		X				X	X	X	
Jasper Seating Company Inc	X		X			X	X	X	X	
JFD Sales Consulting Services			X				X	X		
Jofco Inc - REASSIGNED	X		X				X			
John Savoy & Son Inc	X	X	X							
JSJ Furniture Corp	X	X	X			X	X	X		
J Squared Inc DBA – University Loft Co.		X					X			
Kaplan Early Learning Company								X		
Kardex Remstar LLC - CANCELLED										
Keilhauer	X	X	X		X	X	X	X	X	
Kentuckiana Foam Inc	X		X			X	X	X	X	
Kimball Office Inc	X	X	X		X	X	X	X		
Knoll Inc	X		X		X	X	X			X
Knú LLC	X	X	X		X		X	X	X	
Krueger International Inc	X	X	X			X	X	X	X	X
Krug Inc	X		X			X	X	X	X	
Lakeshore Equipment Company						X		X	X	
Landscape Forms Inc			X		X			X	X	
Leland International Inc	X	X	X		X	X	X	X	X	
Lesro Industries Inc	X		X			X	X		X	
Liat LLC						X				
Library Interiors Inc	X	X	X	X	X	X	X	X	X	

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LSI Corporation of America Inc		X		X			X	X		
Maxon Furniture Inc			X				X			X
Mayline Company LLC	X		X	X			X	X	X	X
Mesa Contract Inc DBA – Intellaspace							x			x
Meubles Foliot Inc		X			x					
Midwest Folding Products Corp.	X		X				X	X		
Mitchell Furniture Systems Inc	X	X	X	X						
Mity-Lite Inc	X		X			X		X	X	
MJ Industries Inc				X			X			
Mobilier De Bureau dba Logiflex	X	X	X		X	X	X	X	X	
Modern Industrial Design Ltd - REASSIGNED										
ModuForm Inc		X	X			X	X	X	X	
Montel Aetnastak Inc				X		X	X			
National Office Furniture Inc	X		X			X	X	X	X	
Nelson Adams NACO								X		
Nemschoff Chairs	X	X	X		X	X	X	X	X	
Neutral Posture Inc	X						X			
New England Woodcraft Inc		X	X		X		X			
Next Wood Inc dba Inline Systems - CANCELLED										
Nickerson Corp.	X					X	X	X	X	
Nightingale Corp.	X	X			X	X	X		X	
Nomad Technologies, Inc.	X							X		
Norix Group Inc	X	X	X		X				X	
Nova Solutions Inc	X		X			X	X	X		
NPS Public Furniture Corp. DBA - National Public Seating	X		X			X	X	X	X	
Nucraft Furniture Company	X					X	X			
Office Master Inc	X	X			X	X	X	X	X	
OFS Brands Inc	X		X		X	X	X	X	X	
Oklahoma Multimedia Equipment Corp.	X						X	X		
Palmer Hamilton LLC	X	X	X			X	X	X		
Palmieri Furniture Limited			X			X	X			
Paoli Inc	X						X		X	
Paragon Furniture LP			X			X	X	X	X	
PS Furniture Inc	X		X			X	X	X		
Raynor Marketing LTD	X						X		X	
Reimers Furniture Mfg Inc	X						X		X	
RT London		X				X			X	

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Safco Products Co	X		X	X		X	X	X	X	
Sauder Mfg Co	X	X	X		X	X	X	X	X	
Seating Inc	X	X			X	X	X	X	X	
Sedia Systems Inc									X	
Senator International dba Allermuir	X	X	X				X		X	
Scholar Craft Products								X		
Schoolhouse Outfitters LLC Dba School Outfitters	X	X	X		X	X	X	X	X	
School Specialty Inc			X					X		
SICO America Inc	X		X					X		
Silver Street Inc			X			X	X			
Smith System Mfg Co			X			X	X	X		
Source International	X	X			X	X	X			
Spacesaver Storage Systems Dba Spacesaver Corporation				X		X	X			
Spec Furniture Inc	X	X	X			X	X	X	X	
Spectrum Industries Inc		X	X			X	X	X	X	
Steelcase Inc	X	X			X	X	X	X	X	X
Tab Products Co LLC				X						
Tesco Industries LP	X					X	X			
Teknion LLC	X		X				X		X	X
Thompson Contract Inc DBA Kusch & Co.	X	X	X		X	X	X	X	X	X
TMC Furniture Inc	X	X	X			X	X	X		
Transformations by Wieland Inc		X			X	X	X	X	X	
Transwall Office Systems Inc										X
Trendway Corporation	X		X				X	X		X
Trinity Furniture Inc	X	X	X		X	X	X	X	X	
Tristate Apartment Furnishers LLC		X			X					
Unisource Office Furniture Ports Inc- REASSIGNED										
United Supply Corp	X						X	X		
Vanerum Stelter LLC	X	X	X	X	X	X	X	X		
Via Inc	X				X	X	X	X	X	
VS America Inc	X		X			X		X	X	
Virco Inc.	X	X	X			X	X	X	X	
Workstream Inc. dba Hamilton Sorter							X			
Wright Line LLC	X			X			X	X		X

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When viewing the CONTRACTOR INFORMATION PAGE and CONTRACTOR TERMS PAGE - Cash Discount, If Shown, Should be Given Special Attention.

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

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

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

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

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

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

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

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

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**REQUEST FOR CHANGE:**

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

**CONTRACT PAYMENTS:**

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

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

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

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

**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-486-1255.

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

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

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

**EXTENSION OF USE:**

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

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**DELIVERY:**

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

Product is required as soon as possible.

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

**MINIMUM ORDER:**

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

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

**WARRANTIES:**

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

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

**NOTE TO AGENCY:**

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

**CONTRACT PERIOD AND EXTENSION:**

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

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

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

**RESERVATION:**

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than the best quantity discount line or \$500,000 list per single order.

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**INTERNET WEBSITES:**

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

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

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

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

Modifications in Authorized Dealer list:

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

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

**PRICE SHEETS AND CATALOGS:**

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

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

**REPORT OF CONTRACT PURCHASES:**

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

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

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

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to New York State Procurement (NYSPro), Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

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

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**EMERGENCY PURCHASING:**

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

**PREFERRED SOURCE PRODUCTS:**

Section 162 of the State Finance Law requires that agencies afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant contract(s) may be available from one or more preferred sources. In the Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources.

Resultant contractors will be required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

**Agencies Note:** Some products/services in this contract may be available from one or more preferred sources.

Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products/services available from preferred sources which meet your form, function and utility.

**OVERLAPPING CONTRACT ITEMS:**

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

**NEW YORK STATE PROCUREMENT CARD:**

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

**DISPUTE RESOLUTION POLICY:**

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

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**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

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

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

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

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

**PACKAGING:**

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

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

**DELIVERY CONDITION:**

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

**FINISHES:**

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

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

**WORKMANSHIP:**

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

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

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

**FLAMMABILITY:**

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

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

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

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

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**CONSTRUCTION:**

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

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

**DECORATING AIDS, CATALOGS, AND PRICE LISTS:**

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

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

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

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**Office of General Services  
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 & return by FAX to 518/474-2437 or mail to:**

NEW YORK STATE PROCUREMENT SERVICES  
 Customer Services, 38th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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