



Contract Award Notification

Title	:	Group 21510 – OUTDOOR AND SITE FURNITURE INCLUDING PICNIC TABLES (Statewide) Classification Code(s): 49 & 56
Award Number	:	<u>21688</u> (Replaces Award 18826)
Contract Period	:	August 15, 2009 through August 14, 2015
Bid Opening Date	:	May 7, 2009 (Revised May 14, 2015)
Date of Issue	:	August 27, 2009
Specification Reference	:	As Incorporated In The Invitation for Bids 06
Contractor Information	:	Begins on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Mark Milstein	Customer Services
Title : Statewide Travel Coordinator	Phone : 518-474-6717
Phone : 518-402-5005	Fax : 518-474-2437
Fax : 518-474-8676	E-mail : customer.services@ogs.ny.gov
E-mail : mark.milstein@ogs.ny.gov	

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

Description

These contracts shall provide authorized users a selection of outdoor (weather resistant) furniture to be used in public parks, campgrounds and around public buildings.

Outdoor Furniture includes tables, chairs, and benches. Site Furnishings includes trash and recycling bins, Park and Campsite products.

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>Vendor ID#</u>
PC64733	JAMESTOWN ADVANCED PRODUCTS	(800) 452-0639	161577419
SB	2855 Girts Road	(716) 483-3406 Ext. 201	1000008402
WBE	Jamestown, NY 14701	Shari Eckman Fax: (716) 483-5398 Email: seckman@jamestownadvanced.com Web Site: www.jamestownadvanced.com	

Catalog is available on the Internet. Contractor offers Electronic Access Ordering (EDI). Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00. Contractor will honor orders for less than the minimum order, with shipping costs prepaid and added to the invoice. Contractor offers wood from sustainably managed forests as certified by the Forest Stewardship Council

Contact for Dealer information is Robb Jones (see above)

2014 Price List	
Picnic Tables	14%
All other products	14%

Minimum Order: \$500.00

Volume Discounts: \$50,000 and up 16%
Inside Delivery: Not Available

Guaranteed Delivery: 30 Calendar Days A/R/O

Warranty: 5 years (excluding lumber)

PC64735	KEYSTONE RIDGE DESIGNS, INC.	(800) 284-8208	251775682
	670 Mercer Road		1100004378
	Butler, PA 16001		

Angela Maloney, Director of Marketing
(724) 284-1213 ext. 237
AngelaM@keystoneridgedesigns.com

Catalog is available on the Internet. The contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00. Contractor will honor orders for less than the minimum order, with shipping costs prepaid and added to the invoice.

Keystone Ridge Designs 2014 Catalog List Price FOB Destination
Minimum Order: \$2,500.00

Inside Delivery: Upstate: + 10%
Downstate: + 20%

Guaranteed Delivery: 70 Calendar Days A/R/O

Warranty: 3 years

(continued)

PC64739	Graber Manufacturing Inc.	(800) 448-7931	391660461
RS	D/B/A Thomas Steele/Madrax	(608) 849-1080 x222	1000009281
	1080 Uniek Drive	Ms. Andrea K Clausen	
	Waunakee, WI 53597	Fax: (608) 849-1081	
		E-mail: andreac@thomas-steele.com	
		Web Site: www.thomas-steele.com	
		www.madrax.com	

Catalog is available on the Internet. The contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00. Contractor will honor orders for less than the minimum order and will ship at no additional cost. Contractor offers wood from sustainably managed forests as certified by the Forest Stewardship Council

Contact for Dealer information is Andrea Clausen (see above)

Thomas Steele Current Price List 1006	16.5%
Madrax Price Current Price List 1004	16.5%
No Minimum Order.	

Volume Discounts: \$20,000 and above 20% including delivery

Inside Delivery: Upstate: + 3%

Downstate: + 2%

Guaranteed Delivery: 4-8 weeks A/R/O - Thomas Steele

3-4 weeks A/R/O – Madrax

Warranty: Thomas Steele - 5 years

Madrax - 1 year

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

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business.

Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

(continued)

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 is expressed as a discount from **RETAIL LIST PRICE** and 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.

In instances where a loading dock is unavailable, the contract holder should make arrangements for product to be off loaded onto the ground per the purchasers' instructions at no additional charge. Buyer should make efforts to help coordinate this action but will not be held financially responsible for any costs incurred.

Inside Delivery

Inside Delivery is intended for essentially free standing products when the ordering agency is unable to bring it from the truck to the point of use. It shall consist of removal from the truck, bringing to point of use, uncrating, minor assembly so as to leave ready for use and removal of debris.

Price List Updates - Discounts quoted are firm for the life of the contract. However, contractor may increase percentage discounts at any time. Price lists submitted with the bid shall remain in effect for one (1) year from the Bid Opening Date. Price lists may be updated after that point when ever a new retail price list is published by the contractor (submit two (2) copies in either hard copy or CD to the Purchasing Officer).

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

DEALER/DISTRIBUTOR CONTACT:

The contractors will maintain an up to date list of their authorized representatives and/or dealers. Authorized users should contact the contractor as indicated to obtain the name of the closest dealer to their location.

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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 the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT BILLINGS AND PAYMENTS:

a. Billings. 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. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

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 the format requested by the Commissioner and in a media commercially available from the Contractor. 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 epunit@osc.state.ny.us, or by telephone at 518-474-4032. 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.

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.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

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.

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MINIMUM ORDER:

Minimum order if indicated on the award is expressed as the dollar amount at LIST price for which the bidder includes all costs of shipping and handling.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

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.

CONTRACT PERIOD:

The contract period is as stated on front of the contract.

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.

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 \$75,000.

PRICE SHEETS AND CATALOGS:

Contractor is required to furnish directly or through an authorized dealer, without charge, catalogs 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.

PREFERRED SOURCE PRODUCTS AND SERVICES:

Some products/services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (CORCRAFT), Industries for the Blind of NYS, and NYS Industries for the Disabled. 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 and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

"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.

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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.

NOTES TO CONTRACTORS:

PROCUREMENT CONTRACT FEE: Legislation has been repealed

CONTRACT UPDATES - ADDITION AND DELETION OF PRODUCTS

New products may be added to the manufacturer's catalogue at any time and shall be subject to the established discounts and minimum order. The contractor shall provide two (2) copies (CD or hard copy) of the catalogue/price list update to the Purchasing Officer as soon as available and upon approval will be posted to the contract at the earliest time convenient to the State.

The contractor shall notify the Purchasing Officer as soon as possible of the end date of availability of any product discontinued by the manufacturer. The State will post this information to the contract as soon as possible.

CANCELLATION FOR CONVENIENCE

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

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports beginning 90 days after the start date of the contract 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 each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

Total Sales should be reported in the following format:

Outdoor Furniture	Reporting Period	State Agency Sales	Non-state Agency Sales	Grand Total Sales
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In addition to the total contractor 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>.

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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:

REPORT OF CONTRACT PURCHASES:

Outdoor Furniture	Dealer Name & Address	SB, WBE or MBE	Reporting Period	State Agency Sales \$	Non-state Agency Sales \$	Grand Total Sales \$
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The report is to be submitted electronically in Microsoft Excel 2007 or newer format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to mark.milstein@ogs.ny.gov or the Purchasing Officer 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.

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**State of New York
Office of General Services
New York State 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 Tower - Empire State Plaza
Albany, New York 12242
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