



# Contract Award Notification

<b>Title</b>	: <b>Group 30204 – Weightlifting Machines, Treadmills, Exercise Bikes, Ellipticals, Stair Climbers, Gym Mats, Gym Divider Curtains and Other Items (Statewide)</b> <b>Classification Code(s): 49</b>
<b>Award Number</b>	: <a href="#">22225</a> (Replaces Award 20095)
<b>Contract Period</b>	: <b>September 1, 2011 through August 31, 2017</b>
<b>Bid Opening Date</b>	: <b>February 8, 2011</b>
<b>Date of Issue</b>	: <b>November 25, 2011 (Revised November 9, 2016)</b>
<b>Specification Reference:</b>	<b>As Incorporated in The Invitation for Bid</b>
<b>Contractor Information :</b>	<b>Appears on Pages 2-6 of this Award</b>

## Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Robert Waldron Title : Contract Manager Phone : (518) 473-4709 Fax : (518) 486-6867 E-mail : <a href="mailto:Robert.Waldron@ogs.ny.gov">Robert.Waldron@ogs.ny.gov</a>	Procurement Services Customer Services Phone : (518) 474-6717 Fax : (518) 474-2437 E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

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

## Description

This is a discount from catalog/price list contract providing for exercise equipment to Correctional Facilities, State Agencies, State Colleges, Public Schools and other eligible authorized users. Products include weightlifting machines, treadmills, exercise bikes, ellipticals, stair climbers, gym mats, gym wall pads, and gym divider curtains. As noted for some contractors, there are terms stated in their price list that are not applicable to the terms and conditions of this Award. Authorized contract users should contact the Contract Management Specialist named herein with any questions.

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT. #</u></b> <b><u>NYS VENDOR ID#</u></b>
<b>PC65495 SB</b>	ANDREW VENDITTI D/B/A SYRACUSE FITNESS STORE 2544 Erie Blvd. East Syracuse, NY 13224	(315) 446-4136 Andrew Venditti Fax No.: (315) 701-0899 E-mail: andy@syracusefitness.com Website: www.syracusefitness.com	161555460 1000008361

Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

Minimum order is 100.00.

Purchase orders under PC65495 are to be sent to Andrew Venditti D/B/A Syracuse Fitness Store for zip codes other than those stated below. Purchase orders for the zip codes stated below are to be sent to authorized dealer, Cutler-Owens International Ltd D/B/A Gym Source as indicated. Delivery and billing may be executed by this authorized dealer and their name may appear on the invoice. The first three digits of your delivery zip code indicate the authorized dealer to order from. (SEE BELOW):

**Zip Codes: 100-119**  
Gym Source USA, LLC  
D/B/A Gym Source  
100 Central Avenue  
Teterboro, NJ 07608  
Fed. ID. No.: 464077906  
NYS Vendor ID # 1100111214

Bill Kemnitzer  
Phone: (201) 298-1201  
Fax No.: (201) 288-6032  
E-mail: billk@gymsource.com

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT. #</u> <u>NYS VENDOR ID#</u>
<b>PC65497</b>	CYBEX INTERNATIONAL, INC. 10 Trotter Dr. Medway, MA 02053	(800) 677-6544, Ext. 18371 (774) 324-8371 Karen Brothers Fax No.: (800)878-8306 E-mail: <a href="mailto:kbrothers@cybexintl.com">kbrothers@cybexintl.com</a> Website: <a href="http://www.cybexintl.com">www.cybexintl.com</a>	111731581 1000005561

Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

No minimum order.

Purchase orders under PC65497 are to be sent to authorized dealers Cutler-Owens International Ltd D/B/A Gym Source and Siegel Performance Systems, Inc. as indicated. Delivery and billing may be executed by the authorized dealers and their name may appear on invoices. The first three digits of your delivery zip code and application type indicate the authorized dealer to order from. (SEE BELOW). Purchase orders can be received by Cybex International as well. Authorized dealers for Cybex International, Inc. are listed below:

**Zip Codes: All zip codes within New York (with the exception below)**

Gym Source USA, LLC D/B/A Gym Source 100 Central Avenue Teterboro, NJ 07608 Fed. ID. No.: 464077906 NYS Vendor ID # 1100111214	Bill Kemnitzer Phone: (201) 298-1201 Fax No.: (201) 288-6032 E-mail: <a href="mailto:billk@gymsource.com">billk@gymsource.com</a>
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**Zip Codes: 100-119 (Medical Market defined as Physical Therapy, Rehabilitation and Hospitals. Wellness Centers owned by Hospitals are not considered a medical market)**

Siegel Performance Systems, Inc. 12 Christa Ct. Huntington, NY 11743 Fed. ID. No.: 113143856 NYS Vendor ID# 1100005464	Mark Siegel Phone: (631) 367-9044 Fax No.: (631) 498-0823 E-mail: <a href="mailto:msiegel@spsfitness.com">msiegel@spsfitness.com</a>
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<b>PC65498</b> <b>SB</b>	G & G FITNESS EQUIPMENT, INC. 7350 Transit Rd. Williamsville, NY 14221	(800) 537-0516 Tony Giordano Fax No.: (716) 204-2521 E-mail: <a href="mailto:tony@livefit.com">tony@livefit.com</a> Website: <a href="http://www.livefit.com">www.livefit.com</a>	161365573 1000008099
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Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

Minimum order is \$1.00.

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT. #</u> <u>NYS VENDOR ID#</u>
<b>PC65499</b> <b>SB</b>	NICKERSON CORPORATION 11 Moffitt Blvd. Bay Shore, NY 11706	(800) 520-4885, Ext. 30 Bruce J. Paci Fax. No.: (631) 666-2667 E-mail: bpaci@nickersoncorp.com Website: www.nickersoncorp.com	060905538 1000005344

Minimum order is \$200.00

<b>PC65501</b>	PRECOR INCORPORATED 20031 142nd Ave. NE Woodinville, WA 98072	(800) 786-8404 (972) 712-7209 (469) 422-8709 Cell Keith Hankins Fax No.: (425) 486-3856 E-mail: keith.hankins@precor.com Website: www.precor.com	363313495 110000418
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Minimum order is \$200.00.

Purchase orders under PC65501 are to be sent to contractor's authorized dealer - Advantage Sport & Fitness, Inc. Delivery and billing may be executed by this authorized dealer and their name may appear on invoices.

**All Zip Codes**

Advantage Sport & Fitness, Inc.  
2255 North Triphammer Rd.  
Ithaca, NY 14850  
Fed. ID No.: 161316405  
NYS Vendor ID # 1000008036

John Murray  
Phone: (607) 257-2107  
Fax No.: (607) 257-2221  
E-mail:  
jwmurray@advantagefitness.com

<b>PC</b> <b>(Pending</b> <b>Contract</b> <b>Assignment)</b>	PRO STAR SPORTS, INC. 1133 Winchester Ave. Kansas City, MO 64126 DISC.: 1% - 15 Days	(816) 241-9737 Nicholas McLean Fax No.: (816) 241-2459 E-mail: info@prostarsports.com Website: www.prostarsports.com	431384412 1100009396
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Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

Minimum order is \$100.00.

<b>PC65503</b> <b>SB</b>	SEAWAY MATS, INC. 252 Park St. Malone, NY 12953	(800) 361-0464, Ext. 25 Dianne Hamilton Fax No.: (888) 858-6109 E-mail: dianne@quedltd.com Website: www.quedltd.com	141542939 1000006804
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Contractor does not accept the New York State Procurement Card.

Minimum order is \$100.00.

<u><b>CONTRACT #</b></u>	<u><b>CONTRACTOR &amp; ADDRESS</b></u>	<u><b>TELEPHONE #</b></u>	<u><b>FED.IDENT. # NYS VENDOR ID#</b></u>
<b>PC</b> (Pending Contract Assignment)	BSN SPORTS INC. D/B/A BSN/PASSON'S SPORTS/ US GAMES PO Box 49 Jenkintown, PA 19046	(877) 888-0747 (518) 862-0814 Lyn Weiss Fax No.: (877) 888-0748 Fax No.: (518) 862-0857 E-mail: lweiss@bsnsports.com Website: www.bsnsports.com	222795073 1000030466

Electronic Access Ordering (EDI) is available. Contact contractor for details.

Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

Minimum order is \$50.00.

<b>PC65505</b>	TECHNOGYM USA CORP. 830 Fourth Ave. S. – Suite 300 Seattle, WA 98134	(800) 804-0952, Ext.333 (732) 643-1495 Jeff McManus Fax No.: (646) 349-3396 E-mail: jmcmanus@technogym.com Website: www.technogymusa.com	912031278 1100009415
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Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

Minimum order is \$200.00.

<b>PC</b> (Pending Contract Assignment)	CORE FITNESS LLC D/B/A STAIRMASTER LLC 8000 NE Parkway Drive, Ste. 220 Vancouver, WA 98662	(888) 678-2476 (435) 659-9114 Les Wiehe Fax No. (518) 655-9853 E-mail: lwiehe@stairmaster.com Website: www.stairmaster.com	271349707 1100009605
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No minimum order.

Purchase orders under PC65541 are to be sent to contractor's authorized dealer - Cutler-Owens International Ltd. D/B/A Gym Source. Delivery and billing may be executed by this authorized dealer & their name may appear on invoices.

Cutler-Owens International Ltd.  
D/B/A Gym Source  
100 Central Avenue  
Teterboro, NJ 07608  
Fed. ID. No.: 132931776  
NYS Vendor ID # 1000012834

Bill Kemnitzer  
Phone: 201/298-1201  
Fax No.: 201/288-6032  
E-mail: billk@gymsource.com

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT. #</u> <u>NYS VENDOR ID#</u>
<b>PC66983</b>	GYM SOURCE USA, LLC D/B/A GYM SOURCE 40 East 52nd St. New York, NY 10022	(888) 496-7687 (201) 298-1201 Bill Kemnitzer Fax No.: (201) 288-6032 E-mail: billk@gymsource.com Website: www.gymsource.com	464077906 1100111214

Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

Minimum order is \$200.00.

Purchase orders under PC66983 are to be sent to:

Gym Source USA, LLC D/B/A Gym Source 100 Central Avenue Teterboro, NJ 07608	Bill Kemnitzer Phone: (201) 298-1201 Fax No.: (201) 288-6032 E-mail: billk@gymsource.com
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Purchase orders under PC66983 are to be sent to Gym Source USA, LLC D/B/A Gym Source for zip codes other than those stated below. Purchase orders for the zip codes stated below are to be sent to authorized dealer, Andrew Venditti D/B/A Syracuse Fitness Store as indicated. Delivery and billing may be executed by this authorized dealer and their name may appear on the invoice. The first three digits of your delivery zip code indicate the authorized dealer to order from. (SEE BELOW):

**Zip Codes: 130, 131, 132, and 135**

Andrew Venditti D/B/A Syracuse Fitness Store 2544 Erie Blvd. East Syracuse, NY 13224 Fed. ID. No.: 161555460 NYS Vendor ID # 1000008361	Andrew Venditti Phone: (315) 446-4136 Fax No.: (315) 701-0899 E-mail: andy@syracusefitness.com
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Cash Discount, If Shown, Should be Given Special Attention.

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

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

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

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

**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).

**ANNOUNCEMENT OF CONTRACT AWARD:**

OGS distributes email notification to registered customers announcing the resultant contract award. The email includes a hyperlink to the posted award on the OGS website and is sent via the OGS Purchaser Notification Service (PNS) to registered authorized users. Authorized users may register for the PNS at the following URL address: <http://www.ogs.ny.gov/PNS/default.asp>. All subsequent contract updates are also sent out via the PNS. Authorized users of the contract submit purchase orders or other such order documents directly to the contractor. See Appendix B Clause 44. Purchase Orders.

**SCOPE:**

This is a discount from pricelist contract providing for exercise equipment to Correctional Facilities, State Agencies, State Colleges, Public Schools and other eligible authorized users. Products include weightlifting machines, treadmills, exercise bikes, ellipticals, stair climbers, gym mats/wall pads, gym divider curtains, and other products consistent with the scope of the contract. Products are of commercial/institutional grade. Authorized users are encouraged to purchase from contractors who offer products and pricing that best meet their needs.

**PRICE:**

General:

“Price” is designated either as Tailgate Delivery or Set-In-Place (*SEE BELOW*).

Price includes “restricted” delivery. Delivery to some facilities, particularly Correctional Facilities, have delivery “restricted” - delivery must be made during certain hours, generally between 8:30 a.m. to 10:30 a.m. and 12:30 p.m. to 2:30 p.m., and must be made on only weekdays (Monday through Friday) excluding holidays. Price includes contacting the authorized user prior to making delivery.

Tailgate Delivery:

Price includes all customs duties and charges and are net, F.O.B. destination any point in New York State as designated by ordering authorized user including tailgate delivery.

Set-In-Place:

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

Additional fees may be charged when delivery to point of use is not possible via dock or other first floor location. Authorized users should clearly indicate on purchase order the specific location where delivery is required to be made. (For Example, authorized users should use terminology such as "DELIVERY TO ROOM\_\_\_\_\_LOCATED ON\_\_\_\_\_floor," etc., on purchase orders). If additional delivery charges are required for upper floor delivery, authorized user agrees to such charges prior to delivery and such costs are to be prepaid by the contractor and added to the invoice. NOTE: If it is determined the contractor is charging excessive amounts for delivery, the State may seek reimbursement for such amounts.

Pricelist Changes: – The pricelist bid remains firm for six months from contract start date; contractor will be allowed one pricelist update during the first year of the contract. Following the first year of the contract, the contractor may update the contract pricelist twice (2) times annually to reflect manufacturer’s price changes and the addition of new products as established by the manufacturer in their normal course of business. All percentage discounts bid shall remain firm (unchanged) or they may increase for the duration of the resulting contract. Any new products added to pricelists should have a discount structure consistent with existing products on the pricelist that are comparable in scope. Contractors shall submit their updated pricelist to the Office of General Services, Procurement Services for review and written approval prior to issuing to authorized users. The Office of General Services reserves the right to accept or reject any or all products included in the contractor’s pricelist update. Contractor shall provide requesting authorized users with copies of approved pricelist(s) upon request.

ITEM 1 - PRICE LIST FOR TUFF STUFF FITNESS

**CONTRACTOR, ITEM 1: ANDREW VENDITTI D/B/A SYRACUSE FITNESS STORE**

<u>Item Category</u>	<u>Discount</u>
A. Proformance Plus	10% Set - In - Place
B. Cal Gym Series	10% Set - In - Place
C. Apollo 7 Series Modular Gym Systems	10% Set - In - Place
D. Free Weight / Smith - Half Cage	10% Set - In - Place
E. XXL Rack Systems & Platforms	5% Set - In - Place
F. CTS - Commercial ` Cardio	23% Set - In - Place

VOLUME PRICING-PRICE BREAKS for authorized user's aggregate purchase in dollars:  
\$50,000.00 or above (additional 2% on each individual purchase)

Manufacturer: Tuff Stuff Fitness

Title and Date of Tuff Stuff Fitness Price List:

Proformance Plus dated January 1, 2011

Cal Gym Series dated July 15, 2010

Apollo 7 Series Modular Gym Systems dated June 1, 2010

Free Weight / Smith - Half Cage dated June 1, 2010

XXL Rack Systems & Platforms `dated June 1, 2010

CTS - Commercial Cardio dated July 15, 2010

All Model Numbers are included for purchase with the exception of Model Number CFCU - Proformance Plus. Optional upholstery colors for Apollo 7 Series Modular Gym Systems are excluded from purchase. Also, MSRP pricing changes, specification changes, and model number changes require the prior written approval of the Office of General Services, Procurement Services.

Guaranteed Delivery: 35 Days A/R/O

ITEM 2 – PRICE LIST FOR CORE FITNESS LLC D/B/A STAIRMASTER LLC – Not Available at this time

ITEM 3 - PRICE LIST FOR TRUE

**CONTRACTOR, ITEM 3: GYM SOURCE USA, LLC D/B/A GYM SOURCE**

<u>Item Category</u>	<u>Discount</u>
A. Treadmills	25% Set - In - Place
B. Ellipticals	25% Set - In - Place
C. Exercise Bikes	25% Set - In - Place
D. Upgrades	25% Set - In - Place
E. Flexibility (Strength)	25% Set - In - Place

OTHER VOLUME PRICING-PRICE BREAKS AND/OR DISCOUNTS:

\$20,000.00 to \$39,999.00 (additional 1% on each individual purchase)

\$40,000.00 or above (additional 2% on each individual purchase)

Manufacturer: True

Title and Date of Price List: True Price Sheet – MSRP dated October 31, 2013

All products in price list are included for purchase

Also, MSRP pricing changes, specification changes, and model number changes require the prior written approval of the Office of General Services, Procurement Services.

Guaranteed Delivery: 30 Days A/R/O

ITEM 4 - PRICE LIST FOR CYBEX INTERNATIONAL, INC.

**CONTRACTOR, ITEM 4: CYBEX INTERNATIONAL, INC.**

<u>Item Category</u>	<u>Discount</u>
A. Treadmills	27% Set - In - Place
B. Cross Trainers	22% Set - In - Place
C. Bikes/Cycles	22% Set - In - Place
D. Eagle/NX	12% Set - In - Place
E. Prestige Strength	12% Set - In - Place
F. VR1	12% Set - In - Place
G. Functional Training Systems	12% Set - In - Place
H. Jungle Gym/Multi-Gym	12% Set - In - Place
I. Free Weight Stations/Body Weight/Benches & Racks	7% Set - In - Place
J. Plate Loaded Stations	12% Set - In - Place
M. Big Iron Racks & Benches	12% Set - In - Place
N. Prestige Total Access Strength (IFI Accredited)	12% Set - In - Place
O. Total Access Cardiovascular (IFI Accredited) (Item 751T= 27% Set - In-Place)	22% Set - In - Place
P. Strength / Cardio Accessories / Handles	7% Set - In - Place

Manufacturer: Cybex International, Inc.

Title and Date of Price List: Cybex International, Inc. NY State Price List dated August 1, 2015

All products in price list are included for purchase.

For VR1 (Item Category F), custom colors are excluded from purchase.

All terms in price list include, freight, delivery, assembly, and include removal of packing crates and pallets.

Relocation of equipment is NOT included in the price.

All equipment must be installed per the Owner's Manual.

Warranty terms in price list do not apply.

Also, MSRP pricing changes, specification changes, and model number changes require the prior written approval of the Office of General Services, Procurement Services.

Guaranteed Delivery: 30 Days A/R/O (Cardio Equipment); 60 – Days A/R/O (Strength Equipment)

ITEM 5 - PRICE LIST FOR LIFE FITNESS

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

<u>Item Category</u>	<u>Discount</u>
A. Cardiovascular	15% Set - In - Place
B. Personal Entertainment	15% Set - In - Place
C. PRO2 and PRO2 SE Series Strength	5% Set - In - Place
D. Circuit Series Strength	5% Set - In - Place
E. Signature Series (Strength, Plate Loaded, Cable Motion Strength)	5% Set - In - Place
F. Hammer Strength Training Vest	10% Set - In - Place
G. Cable Motion Multi Jungles	5% Set - In - Place
H. Hammer Strength	2% Set - In - Place
I. Hammer Strength Motion Technology Selectorized	5% Set - In - Place
J. Hammer Strength Heavy-Duty Rack Systems	2% Set - In - Place
K. Optima Series and Fit Series	12% Set - In - Place

Manufacturer: Life Fitness

Title and Date of Price List: Life Fitness Commercial Price List dated April 20, 2016

All products in price list are included for purchase.

All terms in price list requiring additional charges for freight, inside delivery, installation and disassembly are not applicable.

Also, Commercial pricing changes, specification changes, and model number changes require the prior written approval of the Office of General Services, Procurement Services.

Guaranteed Delivery: 60 Days A/R/O

ITEM 6 - PRICE LIST FOR DRAPER

**CONTRACTOR, ITEM 6: NICKERSON CORPORATION**

<u>Item Category</u>	<u>Discount</u>
A. Gym Mats	47% Tailgate Delivery
B. Gym Divider Curtains	47% Tailgate Delivery

OTHER VOLUME PRICING-PRICE BREAKS AND/OR DISCOUNTS:

\$10,000.00 to \$49,999.00 (additional 6% on each individual purchase)

\$50,000.00 or above (additional 9% on each individual purchase)

Manufacturer: Draper

Title and Date of Price List: Draper Commercial Gymnasium Equipment Price List dated 2010.

Purchases may be made for Gym Mats and Gym Divider Curtains only.

Also, Commercial pricing changes, specification changes, and model number changes require the prior written approval of the Office of General Services, Procurement Services.

Guaranteed Delivery: 60 Days A/R/O

ITEM 7 - PRICE LIST FOR PARAMOUNT FITNESS CORP. – No longer Available

ITEM 8 - PRICE LIST FOR PRECOR INCORPORATED

**CONTRACTOR, ITEM 8: PRECOR INCORPORATED**

<u>Item Category</u>	<u>Discount</u>
A. Stretch Trainer	20% Set - In - Place
B. Elliptical Fitness Crosstrainers	20% Set - In - Place
C. Adaptive Motion Trainer	20% Set - In - Place
D. Climber	20% Set - In - Place
E. Cycles	20% Set - In - Place
F. Entertainment	20% Set - In - Place
G. Cardio Treadmill	25% Set - In - Place
H. Strength C-Line/S-Line/Icarian/Modular	10% Set - In - Place
I. Cardio Integrated 12" PVS Screen & Accessories	10% Set - In - Place

Manufacturer: Precor Incorporated

Title and Date of Price List: Precor Commercial Products Price List dated February 9, 2016

All products in price list are included for purchase.

Also, Commercial pricing changes, specification changes, and model number changes require the prior written approval of the Office of General Services, Procurement Services.

Guaranteed Delivery: 30-90 Days A/R/O

ITEM 9 - PRICE LIST FOR PRO STAR SPORTS INC. – Not Available at this time

ITEM 10 - PRICE LIST FOR SEAWAY MATS, INC.

**CONTRACTOR, ITEM 10: SEAWAY MATS, INC.**

Item Category Discount

Gym Mats & Protective Padding 12% Tailgate Delivery

VOLUME PRICING-PRICE BREAKS for authorized user's aggregate purchase in dollars:

\$10,000.00 (additional 2% on each individual purchase)

\$20,000.00 (additional 3% on each individual purchase)

\$50,000.00 (additional 5% on each individual purchase)

Manufacturer: Seaway Mats, Inc.

Title and Date of Price List: Seaway Mats, Inc. Governmental Price List dated February 1, 2011

All products in price list are included for purchase.

All terms in the price list including freight, non-standard items, returns, and restocking charges are not approval of the Office of General Services, Procurement Services.

Also, Governmental pricing changes, specification changes, and model number changes require the prior written approval of the Office of General Services, Procurement Services.

Guaranteed Delivery: 30 Days A/R/O

ITEM 11 - PRICE LIST FOR BSN SPORTS INC. D/B/A BSN/PASSON'S SPORTS/ US GAMES – Not Available at this time.

ITEM 12 - PRICE LIST FOR TECHNOGYM USA CORP.

**CONTRACTOR, ITEM 12: TECHNOGYM USA CORP.**

Item Category Discount

- A. Treadmills, Ellipticals, Upright & Recumbent Bikes, Steppers 29% Set - In - Place
- B. Crossover & Wave Lateral Movement Cardio 29% Set - In - Place
- C. Top Upper Body Ergometer 29% Set - In - Place
- D. Group Cycles 29% Set - In – Place
- E. Element, Selection, Pure & Inclusive Exercise Strength 14% Set - In - Place
- F. Easy Line Hydraulic Strength 29% Set - In – Place
- G. FLEXability Stretching 14% Set - In - Place
- H. Kinesis Cable Training 29% Set - In – Place

Manufacturer: Technogym Spa

Title and Date of Price List: Technogym USA Corp Pricing for State of NY dated November 12, 2014

All products in price list are included for purchase.

Also, Commercial pricing changes, specification changes, and model number changes require the prior written approval of the Office of General Services, Procurement Services.

Guaranteed Delivery: 90 Days A/R/O

**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, 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 complete 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.

**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](http://www.osc.state.ny.us), by e-mail at [epunit@osc.state.ny.us](mailto: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.

**NOTE TO CONTRACTOR:**

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

**DEBRIEFING:**

A bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid.

After contract award, OGS shall, upon request, provide a debriefing to any unsuccessful bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such bidder was not selected for a contract award. The post-award debriefing should be requested in writing within 30 days of posting of the contract award on the OGS website.

**DISPUTE RESOLUTION POLICY:**

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

**PROCUREMENT LOBBYING TERMINATION:**

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

**MERCURY-ADDED CONSUMER PRODUCTS:**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information:  
<http://www.dec.ny.gov/chemical/8512.html>.

**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:**

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities

for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: [http://www.empire.state.ny.us/Small\\_and\\_Growing\\_Businesses/mwbe.asp](http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp)

**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 OGS Procurement Services' Customer Services at 518-474-6717.

**EXTENSION OF USE:**

This contract 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.

**MINIMUM ORDER:**

Minimum order is \$200.00 unless otherwise noted under contractor information. Contractor may elect to honor orders for less than the minimum order, however, no additional charges shall be allowed.

**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 authorized user. 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 authorized user and, if applicable, from the Office of General Services, Procurement Services.

**ESTIMATED QUANTITIES:**

Each contract shall be for the quantities or dollar values actually ordered during the contract period. Authorized users will be encouraged to purchase from contractors who offer products and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**CONTRACT PERIOD:**

It is the intention of the State to enter into a contract for the term as indicated on the front page of this Contract Award Notification.

Discounts are firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of this Contract Award Notification. Discount increases are permitted at any time.

**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:**

The State reserves the right to add contractors during the term of the contract and will formally announce when the bid is reissued at such dates at the discretion of the State. Vendors shall be required to submit this original bid document which may include any additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bidders are advised to review the "Qualification of Bidders" clause before submitting a bid under periodic recruitment to ensure they can meet all bid requirements. Under periodic recruitment, the bidder must have personally sold a minimum of \$150,000.00 for each manufacturer's product line/pricelist offered (consistent with the types of products listed in the SCOPE clause of this Invitation for Bids) to national public entities in the 12 month period preceding the bid opening date. Required proof of sales will be in the form of a summary of the total sales reported, which shall include the names of the purchasers, the total amount of sales by purchaser and the date of each sale. Required proof of sales should be submitted at the time of bid submission. Failure to submit proof of sales at the time of bid submission may result in rejection of bid. Procurement Services reserves the right to request copies of purchase orders and/or invoices for verification or clarification.

Once awarded a contract, a vendor may not resubmit a bid for future consideration. In addition, if a bid is rejected under periodic recruitment, a bidder cannot reapply for a future contract until the next periodic recruitment period. For bids that are awarded under periodic recruitment, the contract term will commence upon award and terminate on the current end date of the contract unless an extension is mutually agreed upon between Procurement Services and the contractor and approved by the Office of the State Comptroller.

**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 with the same contractor, 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.

**WARRANTIES:**

See "Warranties" in Appendix B, OGS General Specifications.  
Accessories supplied shall be compatible with the rest of the product.

**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 \$100,000.00.

**NEW YORK STATE PROCUREMENT CARD:**

Please refer to Appendix B Clause 18, PURCHASING CARD for a detailed explanation on the Procurement Card Program.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish semi-annual reports containing total sales for both state agency and authorized non-state agency contract purchases no later than fifteen (15) days after the close 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 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>.

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:

Item/ SubItem Number	Product or Catalog Number	Product/ Service Description	Total Quantity Shipped to State Agencies	Total Quantity Shipped to Authorized Non-State Agencies	Total Sales State Agencies	Total Sales Authorized Non-State Agencies	Grand Total Sales State and Non- State Agencies
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The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, Procurement Services, 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 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>

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

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

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

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

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

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

**CONTRACTOR**

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

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

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

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

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

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

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

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

**Please complete & return either by email to [Customer.Services@ogs.ny.gov](mailto:Customer.Services@ogs.ny.gov), by Fax to (518) 474-2437, or by mail to:**

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