



Office of General Services Procurement Services

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

Solicitation (REVISED 6/9/23)

| | |
|---|---|
| BID OPENING DATE: June 28, 2023 TIME: 1:30 P.M. EST SOLICITATION NUMBER: 23295 | TITLE: Group 20915 – Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide) Classification Codes: 56 |
| CONTRACT PERIOD: Upon Execution of Contract for a Period of Five Years | |
| DESIGNATED CONTACTS: In accordance with the Procurement Lobbying Law [State Finance Law § 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts. | |
| Primary Designated Contacts | |
| Bradford Deforge Contract Management Specialist I Telephone No. (518) 473-3876 E-mail address: OGS.sm.PS.Furniture@ogs.ny.gov | Cheri McCullough Contract Management Specialist 2 Telephone No. (518) 402-5552 E-mail address: OGS.sm.PS.Furniture@ogs.ny.gov |
| For MWBE Questions Only Lori Brodhead Telephone No. (518) 486-9866 Email Address: MWBE@ogs.ny.gov | For SDVOB Questions Only NYS Division of Service-Disabled Veterans' Business Development Telephone No. (518) 474-2015 Email Address: VeteransDevelopment@ogs.ny.gov |
| For INSURANCE Questions Only New York State Office of General Services Bureau of Risk and Insurance Management Telephone No. (518) 473-0310 E-mail address: ogs.sm.insrev@ogs.ny.gov | |

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|---|------|--|--------|----------|
| Bidder's Federal Tax Identification Number: (Do Not Use Social Security Number) | | NYS Vendor Identification Number: (See New York State Vendor File Registration Clause) | | |
| Legal Business Name of Company Bidding: | | | | |
| D/B/A – Doing Business As (if applicable): | | | | |
| Street | City | State | County | Zip Code |
| E-mail Address: | | Company Web Site: | | |

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| If applicable, place an "x" in the appropriate box(es) (check all that apply) | | | |
| <input type="checkbox"/> NYS Small Business # Employees | <input type="checkbox"/> Service Disabled Veteran Owned Business | <input type="checkbox"/> NYS Minority Owned Business | <input type="checkbox"/> NYS Women Owned Business |

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|---|
| If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE NOT BIDDING AT THIS TIME BECAUSE: |
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|--|---------------------------------|--|------------------------------|
| FOR PROCUREMENT SERVICES USE ONLY | | | |
| LITERATURE <input type="checkbox"/> | LETTER <input type="checkbox"/> | USB FLASH DRIVE <input type="checkbox"/> | # of Binders/Packages: _____ |
| PURC. MEMO <input type="checkbox"/> | OTHER <input type="checkbox"/> | _____ | Documented by: _____ |

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 120 days from the date of submission to the New York State ("NYS") Office of General Services ("OGS"), or for such longer period as is set forth in the Invitation for Bids.
2. The Bidder can and will provide and make available, at a minimum, the Products, deliverables and/or services as described in the Invitation for Bids.
3. The Bidder has read and understands the provisions of the Invitation for Bids, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS's procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at <https://ogs.ny.gov/acpl>.

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

Print Full Bidder Entity Name

By:

Signature of Person Authorized to
Legally Bind the Bidder

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF BID

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SECTION 1 INTRODUCTION

1.1 Overview

This Solicitation is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for certain furniture products as specified herein for all Authorized Users eligible to purchase through this Solicitation. OGS is a New York State Agency authorized by law to establish Centralized Contracts for use by NYS Agencies and other Authorized Users, as that term is defined by State Finance Law Section 163(1)(k). The purpose of this Solicitation is to award multiple Contracts for furniture to responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in Section 2 – Bidder Qualifications and Service Requirements, and whose product offerings meet the scope of this Solicitation, as detailed in Section 1.2 – Scope. The Contract(s) awarded as a result of this Solicitation will be for use by New York State Agencies and other Authorized Users (see Section 5.32 – Non-State Agencies Participation in Centralized Contracts) Statewide. Accordingly, references to the State and its Agencies as Authorized Users under this Solicitation and the ensuing Contract(s) shall encompass all such entities within the definition of “Authorized User” set forth in Appendix B – General Specifications.

Contract awards will be made to all responsive and responsible Bidders who meet qualifications as detailed in Section 2 - *Bidder Qualifications and Service Requirements* and whose pricing is determined to be reasonable by OGS. The prices proposed by Bidders in response to this Solicitation are to be based upon discounts from Manufacturer List Prices.

The Contracts resulting from the Solicitation will be multiple-award, statewide, Centralized Contracts. When making purchases from the Contracts resulting from the Solicitation, Authorized Users shall procure products and services that best meet their form, function, and utility requirements. Authorized Users are encouraged to obtain quotes from all eligible Contractors prior to making a purchase. Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users shall base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

This Solicitation outlines the terms and conditions and all applicable information required for submitting a Bid. Bidders should pay strict attention to the Bid submission date and time to prevent disqualification. Bidders are strongly encouraged to read the language of this Solicitation thoroughly and to precisely follow the instructions included in the Solicitation and all attachments.

1.2 Scope

It is the intent of this Solicitation and subsequent Award to establish comprehensive multiple manufacturer’s product line Contracts for new, unused and in current production commercial and institutional quality furniture, except for Hospital Room and Patient Handling furniture, in the following ten (10) categories listed below. This Solicitation is NOT intended to provide a full-service furniture solution.

Products, including fabrics and finishes, must have an established identifying number, such as a model number, stockkeeping unit (SKU), etc., and a defined List Price. Customized furniture and/or solutions without a defined identifying number (model number, SKU, etc.), and List Price will not be allowed. It is the State’s intent to award multiple Contracts to responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in Section 2 – *Bidder Qualifications and Service Requirements*, and whose product offerings meet the scope of this Solicitation as described herein. Contracts will be available for use by all New York State Authorized Users (Statewide).

For the purposes of this Solicitation, furniture is described within ten (10) Furniture Product Categories, defined as follows:

| Category Number | Category | Category Description |
|------------------------|---|---|
| 1 | Conference Furniture (tables and seating) | Includes, but is not limited to: a. tables of various styles and materials, suitable for conference rooms and meeting rooms, from basic to executive levels; b. stacking chairs, rolling chairs, and all other seating of various styles and materials, suitable to go with conference and meeting room tables (as noted above); and c. dollies, chair and table carts. |
| 2 | Dormitory Furniture | Includes, but is not limited to: a. bedroom, lounge, and dining hall furniture suitable for school dormitory (generally more durable and versatile than household); and b. in room storage and desks. |
| 3 | General Purpose Tables | Includes, but is not limited to: a. assembly tables and work tables of various sizes, styles and materials, including adjustable or fixed height; b. folding tables, occasional and console tables; and c. other tables of various sizes, designs and materials suitable for general purpose. |
| 4 | High Density Filing | Includes, but is not limited to: a. manual or powered shelving designed to take as little space as possible; and b. retrieval systems. |
| 5 | Household Furniture | Includes, but is not limited to: a. living room, dining room and bedroom furniture, upholstered or non-upholstered, of various sizes, styles and materials, suitable for community residence programs. |
| 6 | Library Furniture | Includes but is not limited to: a. tables, lounge, chairs and seating, carrels, upholstered or non-upholstered of various sizes, styles and materials, suitable for library applications; b. bookcases, display cases, case goods, file credenzas, and storage; and c. carts and circulation desks. |
| 7 | Office and Courtroom Furniture | Includes, but is not limited to: a. tables, lounge, chairs and seating, benches, podiums, stands, upholstered or non-upholstered, of various sizes, styles and materials, suitable for basic to upper-level Executive offices and courtrooms; b. adjustable height and sit/stand desks, single and double pedestal desks, executive desks, bookcases, case goods, file credenzas, and storage of various styles and materials; c. ergonomic office and task chairs, managerial chairs, and side chairs; d. plastic barriers/sneeze guards, suitable for use with reception desks, conference tables and other office furniture; and e. dollies, chair and table carts. |
| 8 | School/Higher Education Furniture | Includes, but is not limited to: a. student desks, tables and seating found in classrooms for elementary schools through college; b. cafeteria tables, laboratory tables, and workshop tables; c. daycare beds (cots, mats, cribs and crib mats); d. bins, tubs, baskets, standalone multi-use wooden storage unit/cubby units, and cube units/organizers; e. activity, sand, puzzle, and water tables; and f. dollies, chair and table carts. |
| 9 | Specialty Seating | Includes, but is not limited to: a. big and tall seating, bariatric, gang seating (such as that found in public transportation terminals), and laboratory stools. |

| | | |
|----|-------------------|---|
| 10 | Systems Furniture | Includes, but is not limited to: a. products and parts to build cubicles and modular office space. |
|----|-------------------|---|

Bidder shall indicate the Furniture Product Categories offered within its Bid by marking an 'X' in each Furniture Product Category within Attachment 13 - *Category Matrix* and submit with its Bid, as per Section 3 - *Bid Submission*. Bidders may offer one or more Furniture Product Categories. Bidders are not required to offer all Categories.

EXCLUSIONS:

The below items are excluded from the scope of this Solicitation. This list is not exhaustive; other items and/or services may be excluded at the discretion of OGS, either prior to or after contract award:

1. Bedding items such as mattresses, sheets, pillows, and other such accoutrements.
2. Carpets and rugs.
3. Wall hangings, mirrors, easels, chalk boards, white/dry erase boards, smart boards, and cork boards.
4. Lighting fixtures and/or solutions.
5. Metal lockers/lockers requiring fixed installation and/or public works.
6. Auditorium equipment, such as platform risers, speakers, etc.
7. Toddler gyms, climbing play sets, agility/balance equipment, physical education equipment, doll houses, playhouses, play kitchens, toys etc.
8. ~~Dollies, chair and table carts.~~
9. Additional charges and fees not specifically listed within the Contract and Supplemental Information sheet (for example, surcharges, fuel charges, storage fees, liftgate service fees, credit card fees, etc.).
10. Installation drawings and/or design services.
11. Public Work and/or Prevailing Wage Rate Work (installation).
12. Outdoor furniture including but not limited to tables, chairs, trash bins, and bike racks.
13. Hospital Room and Patient Handling furniture.
14. Customized furniture and/or solutions without a defined identifying number (model number, SKU, etc.), and List Price.

1.3 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately \$143,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued, and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.4 Key Events/Dates

| EVENT | DATE | TIME |
|--|-------------------|-------------|
| Solicitation Release Date | April 6, 2023 | N/A |
| Deadline for Submission of Intent to Bid | April 21, 2023 | 5:00 PM ET |
| Closing Date for Submitting Bidder Questions | April 21, 2023 | 5:00 PM ET |
| OGS Response to Vendor Questions (estimated) | May 26, 2023 | N/A |
| Bid Opening / Due date for Bids | June 28, 2023 | 1:30 PM ET |
| Contract Approval Date / Award Publish Date | Upon OSC Approval | N/A |

1.5 Intent To Bid

A Bidder is requested to indicate its intent to bid by sending an e-mail titled “INTENT TO BID-[BIDDER NAME]” to OGS.sm.PS.Furniture@ogs.ny.gov on or before the date and time indicated in the *Key Events/Dates* section. The e-mail should include the Bidder’s company name and a contact name and contact information. The intent to bid is discretionary.

1.6 NYS Contract Reporter

Bidders must register with the New York State Contract Reporter (“NYSCR”) at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation. Navigate to the “I want to find contracts to bid on” page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must “bookmark the ad” on the upper right-hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select “send me notification updates” option listed to the right of the ad. Answers to all questions of a substantive nature will be posted in the form of a question-and-answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR.

If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question-and-answer document and updates to Solicitation documents.

Be advised that submission of responses to the Solicitation that do not reflect and take into account updated information may result in your Bid being deemed non-responsive to the Solicitation.

1.7 Bidder Questions

All questions regarding this Solicitation should be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form must be emailed to OGS.sm.PS.Furniture@ogs.ny.gov by the date and time indicated in Section 1.4 – *Key Events/Dates*. Questions submitted after the deadline indicated may not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question-and-answer document which will be posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter (“NYSCR”). Your company must select the “opt-in” option within the Contract Reporter ad to receive notification updates of this Solicitation.

If Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the *Questions* period so that they may be given due consideration prior to the submission of Bids. See Section 3.9 - *Bid Deviations* for additional information.

1.8 NYS Comptroller Approval

In accordance with Section 112 of the State Finance Law, a Contract resulting from this Solicitation shall not be valid, effective or binding upon the State until such Contract has been approved by the Office of the New York State

Comptroller (“OSC”). Purchase orders or other procurement transactions issued under such Contract(s) may also be subject to OSC approval.

1.9 MWBE & SDVOB Interest in Partnering with Bidders

If a New York State certified MWBE or SDVOB would like to indicate its interest in working with participating Bidders, please send an e-mail entitled “*Solicitation 23295 MWBE or SDVOB INTEREST_COMPANY NAME*” to OGS.sm.PS.Furniture@ogs.ny.gov on or before April 21, 2023 at 5:00 PM ET. The e-mail content should include:

1. Company Name.
2. Contact Name and Contact Information such as Phone Number, Mailing Address and E-Mail Address.
3. Brief description of the company and the products and/or services that the company offers that are related to this Solicitation (for example “Company ABC manufactures tables”).
4. The NYS Certification Type (Minority and/or Women-Owned or SDVOB).
5. Include what locations in NYS the company provides services in.

A list of the NYS certified MWBE and SDVOB vendors who have expressed interest in this Solicitation through the timely submission of such email, will be made available to prospective Bidders through the publishing of a Purchasing Memorandum posted through the New York State Contract Reporter.

1.10 Summary Of Policy And Prohibitions On Procurement Lobbying

Pursuant to State Finance Law § 139-j and § 139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/Bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff, as of the date hereof, are identified on the first page of this Solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §139-j and §139-k. Certain findings of non-responsibility can result in rejection for Contract award and, in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website at: <https://ogs.ny.gov/acpl/>.

1.11 Definitions

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B, *Definitions*, or as below.

“**Bid Deviation**” shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification, or requirement of the Solicitation.

“**Business Day**” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“**Electronically Searchable Price List (Price List)**” shall mean text and numeric digits can be searched for and found electronically within the document by using the software’s ‘find’ function within the document.

“**MWBE**” shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“**NYS Holidays**” refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Dr. Martin Luther King, Jr. Day; Washington’s Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans’ Day; Thanksgiving Day; and Christmas Day.

“**NYS Vendor ID**” is a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

“Preferred Source Products” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

“Preferred Source Program” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

“Procurement Services” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPro”) and Procurement Services Group (“PSG”).

“Retail Price (List Price/MSRP)” shall mean the price at which a Manufacturer or Distributor recommends their Products be sold commercially, either nationally or regionally. This applies even if the Manufacturer or Distributor names this recommended pricing differently.

“SDVOB” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

1.12 Appendices and Attachments

The following appendices and attachments, attached hereto, are hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

Appendix A – Standard Clauses for NYS Contracts (June 2023)

Appendix B – General Specifications (April 2016)

Appendix C – Contract Modification Procedure

Appendix D – Federal Funding Agency Mandatory Terms and Conditions

Attachment 1 – Pricing

Attachment 2 – NYS Required Certifications

Attachment 3 – Encouraging Use of NYS Businesses

Attachment 4 – Insurance Requirements

Attachment 5 – Bidder Information Questionnaire

Attachment 6 – Bidder Submission Checklist

Attachment 7 – Bidder Questions Form

Attachment 8 – Report of Contract Usage

Attachment 9 – Intent to Bid Form

Attachment 10 – Contact and Supplemental Information

Attachment 11 – Price List Update Guide

Attachment 12 – Contractor and Reseller/Distributor Information Sheet

Attachment 13 – Category Matrix

Attachment 14 – Supplier/Manufacturer’s Certificate

Attachment 15 – Certification Under Executive Order No. 16

Attachment 16 – Proof of Past Sales

1.13 Conflict of Terms

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix B, General Specifications;
4. All other appendices and attachments to the Solicitation;

5. The Bidder's Bid.

SECTION 2 BIDDER QUALIFICATIONS AND SERVICE REQUIREMENTS

2.1 Qualifications

Bidder is advised that the State's intent in having the requirements listed below is to ensure that only qualified and reliable Contractors perform the work of the resulting Contract. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award. Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required. Procurement Services retains the right to request any additional information pertaining to the Bidder's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work. A Bidder shall meet the following qualifications:

2.1.1 Bidder Qualifications:

- A. A Bidder must be either:

1. An established Manufacturer of the products bid, or
2. An Authorized Representative of an established Manufacturer of the products bid.

- B. Any Authorized Representative hereby guarantees that:

1. It is an Authorized Representative of the Manufacturer;
2. The Manufacturer has agreed to supply such Authorized Representative with all quantities of products required to fulfill its obligations under any resultant Contract with the State, and
3. The Authorized Representative will provide a completed and signed Attachment 14 – *Supplier/Manufacturer's Certificate*, acknowledging this level of support, with the Bid. If such Manufacturer's Certificate is not submitted with the Bid, Bidder must provide within three (3) business days of request by OGS, (via e-mail is acceptable).

- C. A Bidder must have maintained an organization capable of performing the work described in this Solicitation, in continuous operation, for a minimum of three (3) years immediately prior to the Bid Opening date in Section 1.4 - *Key Events/Dates*. By the Bid Opening date, such organization must have adequate inventories of the products offered and must be capable of processing and shipping large numbers of orders to various destinations Statewide.

- D. A Bidder must currently hold at least one Government Entity contract (GSA contract, State contract, Local Governmental Entity contract, BOCES contract, Governmental Cooperative contract, etc.) for Furniture products included in Section 1.2 - *Scope*, by the Bid Opening date in Section 1.4 - *Key Events/Dates*.

1. Proof shall be provided in the form of a current active contract, to include the following: contract number and description, contract term dates, copy of current contract price list and/or discount/pricing structure, contact name, telephone number and/or e-mail address of the contracting entities' contract manager, and a link to the contract website, if available. Proof should be provided in electronic format.
2. Bidder shall submit such proof of currently held Government Entity contract with the Bid. If proof is not submitted with the Bid, Bidder must provide within three (3) business days, or other such timeframe as requested by OGS, (via e-mail is acceptable).

- E. A Bidder must provide proof of total past sales revenue equal to \$1,500,000.00 (one-million five hundred thousand dollars) or greater over the three (3) calendar years prior to the Bid Opening Date (2020, 2021, and 2022) for Furniture products included in Section 1.2 – *Scope*, to one or more Government Entities (GSA, State, Local, BOCES, Governmental Cooperative, etc.) and/or those Authorized Users as defined herein who are eligible to use State contracts (Political Subdivisions, Schools, Not for Profits, etc.). Proof of past sales is not limited only to the Categories being bid.

Proof of past sales revenue may include:

1. Sales made under successful bids (contracts) to Government Entities, for example, (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.).
2. Sales made via discretionary purchases (non-contract) to Government Entities, for example, (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.).
3. Proof of past sales revenue must be related to the Furniture products included within Section 1.2 – *Scope*. Bidders must show proof of past sales revenue in each of the three calendar years prior to the bid opening and may not have less than \$100,000 in sales revenue during any single year within the required 3-year period.
4. Proof of past sales may include sales made directly to Government Entities or sales made through the Bidder's use of reseller(s) and/or distributor(s).

A Bidder must submit required proof of past sales revenue in Excel format, using Attachment 16 – *Proof of Past Sales*. The Bidder shall provide proof of past sales information that contains at a minimum the Contract Number or purchase order number the sale(s) were made under, the Government Entity name, product item number and description, date of sale, list price, discount percentage, and net sale amount. Copies of invoices, purchase orders, vouchers, etc. will not be allowed as proof of past sales revenue.

2.2 Service Requirements

2.2.1 Delivery:

- A. All Bidders are required to offer inside delivery, which may be at an additional cost represented by a percentage above the net price charged and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.
- B. Inside delivery is intended for essentially free-standing furniture when the Authorized User is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly (for example: attach hutch to desk or credenza, attach a return, set shelves in bookcase and leveling), removal of packing/packaging debris and leaving ready for use. Inside delivery cannot be applied to installation, such as systems furniture, high density filing, and furniture shipped KD ("Knocked Down"). The Authorized User must specify at time of order, and prior to delivery, if inside delivery is required.

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

1. Delivery location has a loading dock or off-street loading area;
2. The delivery will be to the same floor as the loading dock or there is a freight elevator available;
3. The delivery may be completed during regular working hours;
4. The delivery fee is negotiable and may be lower than but not greater than the percent posted to the OGS website. Additionally, fees must be agreed to by the Authorized User and Contractor prior to delivery; and

NOTE: Any deviations from the above delivery requirements are outside the scope of the Contracts resulting from this Solicitation and may require the Authorized User to make a separate, non-contract purchase in accordance with the Authorized User's standard purchasing rules and procedures.

- C. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order (or P-Card order). Product is required as soon as possible, and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the Authorized User and, if applicable, from OGS Procurement Services.
- D. Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State, as designated by the Authorized User, including dock delivery and tailgating of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck or liftgate for Authorized

User personnel to remove the load without entering the truck. In addition, upon agreement, delivery locations may be expanded per the "Extension of Use" clause.

- E. The Bidder may allow multiple delivery points from the same Authorized User, at their discretion, at the time the order is placed, and/or prior to delivery.
- F. Delivery services performed, including any sub-contractor/third-party usage, shall be the sole responsibility of the Bidder.

2.2.2 Installation:

- A. Bidders have the option of offering installation, which may be at an additional cost represented by a percentage above the net price charged and may be charged at a different percentage rate for Downstate and Upstate. For this Solicitation, Downstate is defined as the Metropolitan NYC area, which includes the following nine (9) counties: Rockland, Westchester, Nassau, Suffolk, Queens, Kings, New York, Bronx and Richmond. Upstate is defined as the rest of New York State.
- B. Installation includes inside delivery as described in Section 2.2.1 – *Delivery*; however, it is intended for the additional work involved with regard to assembly of other than free-standing furniture, such as systems furniture, high density filing, and furniture shipped KD ("Knocked Down"), and any other assembly not considered minor assembly as described in Section 2.2.1 – *Delivery*. Installation does not include repairs or moving. The Authorized User must specify at time of order, and prior to delivery, if installation is required.
- C. Installation shall include the following:
 - 1. Inside delivery to the pre-agreed upon building location;
 - 2. Unpacking boxes;
 - 3. Checking parts for damage;
 - 4. Assembly utilizing the installers own tools;
 - 5. Disposal of boxes and packing materials; and
 - 6. Clean up after completion.

NOTE: Any deviations from the above installation requirements are outside the scope of the Contracts resulting from this Solicitation, and may require the Authorized User to make a separate, non-contract purchase in accordance with the Authorized User's standard purchasing rules and procedures.

- D. Installation services performed, including the use of a sub-contractor/third party, shall be the sole responsibility of the Bidder.
- E. While inside delivery and basic installation are optional services allowable under the Scope of this Solicitation, it is NOT the intent of this Solicitation to provide Authorized Users with a full-service furniture solution. Authorized Users requiring a full-service solution should consider their own solicitation, and/or utilize discretionary purchasing to obtain the additional services needed. Additionally, while installation drawings, hardware/parts lists and design services are excluded from the Scope of this Solicitation, they may be provided by the Contractor, at their discretion and at no charge, to an Authorized User upon request to assist with purchases under Category 10-Systems Furniture only.

2.2.3 Catalogs:

Contractor shall be required to furnish, without charge, to Authorized Users that request them, catalog(s) and Price Lists identical to those accepted with their Bid, including any changes (additions, deletions, etc.) pursuant to the Contract. Catalogs and Price Lists provided must reflect all products excluded from the resultant Contract, either through the omission of those portions or by obvious indications, within the catalogs and Price Lists. All offerings within the Catalog must match the Item Numbers, and Product Descriptions of the offerings listed within the Contract, and clearly indicate whether the pricing is List Price, or Net Contract Pricing. List Pricing, or Net Contract Pricing indicated within the Catalog must match that listed under the Contract.

Catalogs and Price Lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting Authorized User. In the case of discrepancies regarding products and/or pricing between the catalog or Price List furnished by the Contractor to the Authorized user, in either

electronic or hard copy formats, the products and pricing approved by OGS, in effect and posted on the OGS website, per the Contract, shall always take precedence. Upon request, the Contractor shall assist Authorized Users in the use of catalogs and Price Lists.

2.2.4 Finishes:

All finishes shall be applied in accordance with the highest industry standards to assure the longest possible durability. All materials used must be lead-free and shall meet all OSHA Standards in place at the time of manufacture. Material Safety Data Sheets (MSDS) shall be made available upon request. Colors shall be manufacturer's standard offering and shall be designated at the time of order.

2.2.5 Workmanship:

The assembly and finishing of all component parts shall be of the highest quality workmanship and comply with all applicable industry standards as set forth by, but not limited to, UL, ANSI/BIFMA, ASTM or OSHA. All upholstery shall be free of loose stitching, raw edges, ripples or sagging. The finished product shall be neat, trim and visually acceptable.

Cushion covers on removable cushions shall be easily removable for replacement and/or cleaning. Complete instructions for cushion and cushion cover removal and cleaning shall be included with, but not attached to, each piece of furniture delivered.

2.2.6 Flammability:

- A. All textiles shall meet the flammability requirements of NFPA 260 latest update at the time of Bid submission when tested in accordance with the methods of that standard.
- B. For upholstered furniture compliant with TB 117-2013, furniture shall be free of intentionally added flame retardant chemicals, excluding electrical components. Further, all upholstered furniture complying with TB 117-2013 shall be labeled consistent with the manner described in Section 19094 of the California Business and Professions Code as of September 1, 2016 and shall be labeled as not containing flame retardant chemicals.
- C. Compliance with Cal. 133 shall be available at an extra cost, if necessary.
- D. Certified Laboratory Test Results or Certificate of Compliance with Flammability Requirements on ALL upholstering fabrics and foam shall be submitted to OGS Procurement Services, upon request.

2.2.7 Construction:

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

2.2.8 Decorating Aids, Catalogs, and Price Lists:

Bidder shall provide to Authorized Users, upon request and at no additional charge, the following items:

- A. Quantities of fabric swatches to facilitate the interior decoration of their facilities. The swatches shall be 3" x 3" or larger, per Contractor availability, and be available for all regularly stocked fabrics.
- B. Photographs or drawings of the furniture that clearly show the product size, manufacturer name and model number of each piece, and finish blocks for all finishes.
- C. Price Lists and/or catalogs (as per Section 2.2.3 - *Catalogs*), and/or appropriate excerpts.

OGS must determine that the Bidder meets all the above requirements for the Bidder to be found responsive, as that term is defined in State Finance Law §163(1)(d). OGS reserves the right to verify all information provided by Bidder.

Bidders, if requested, shall provide a minimum of three (3) references within five (5) business days of request. References shall be governmental accounts and shall demonstrate the ability of the vendor to fulfill contract requirements similar in scope to the size, nature and complexity of the outlined Bid. References shall include, at a minimum, the Government/Customer name, address, contact person, telephone number, e-mail address, and number of years Bidder has provided the services to the referenced account.

2.2.9 Delivery Condition:

All furniture, with the exception of systems furniture, high density filing, frame type beds where side rails are attached to head and foot boards without the use of tools, and dining room tables shall be delivered fully assembled and ready for use. KD ('Knocked-Down') furniture shall be allowed, and the Authorized User shall have the option, prior to delivery, to either accept it as such, or request installation, as described in Section 2.2.2 - *Installation*. Other exceptions may be made with prior agreement between the Contractor and ordering Authorized User.

IMPORTANT NOTE: Failure to meet any of the above qualifications within Section 2 – *Bidder Qualifications and Service Requirements*, in whole or in part, may result in a rejection of the Bid of that Bidder as non-responsive.

SECTION 3 BID SUBMISSION

3.1 Performance and Bid Bonds

There are no bonds for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract is required at any time during the term of the resulting Contract.

3.2 NYS Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder and any authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and to each of your authorized resellers (if any) for use on all future transactions with New York State. Additionally, the Vendor File enables a vendor to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the Bidder must enter its Vendor ID on the first page of this Solicitation. Authorized resellers already registered should list the Vendor ID number along with the authorized reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an authorized reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website: <https://osc.state.ny.us/vendors/>

3.3 Format of Bid Submission

- A. The complete Bid package must be received by OGS Procurement Services by the date and time of the Bid opening. Late Bids shall be handled in accordance with Appendix B, *Late Bids*. Any Bid pricing or portions thereof submitted on USB flash drive that are incomplete or that cannot be opened/accessed may be rejected. With respect to any Bid documents in Excel format, only those cells provided for entering Bid pricing and information are to be accessed by the Bidder.

Situations where Bids are susceptible to Disqualification may include:

1. E-mail or facsimile Bid submissions, which are not acceptable, and
2. Absent Price Pages (Electronically Searchable Price List (such as Attachment 1 – *Pricing* (Excel)), a PDF catalog or manufacturers Price List (PDF or Excel)), which are not acceptable.

- B. It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up location. Only completed files (in the specified format) should be saved to a USB flash drive for submittal.
- C. Any indicators or messages that have been built into the attachments are informational only and provided solely for the purpose of assisting Bidders in completing the attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the attachments to ensure compliance with the Solicitation requirements.
- D. Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to the requirements of the Solicitation may be considered non-responsive and may be rejected.

3.4 Content

A complete Bid consists of submission of the following completed documents:

| REQUIRED BID DOCUMENTS | REQUIRED ELECTRONIC FILE FORMAT | ELECTRONIC COPY (USB) REQUIRED | ORIGINAL (Hard Copy with Ink Signature) REQUIRED |
|---|--|---------------------------------------|---|
| Pages 1 and 2 of the Solicitation <u>w/original ink signature</u> | PDF | X | X |
| Completed Appendix D – Federal Funding Agency Mandatory Terms and Conditions | PDF | X | |
| Completed Attachment 1 – <i>Pricing</i> (must be submitted as an Excel file) see requirements below: <i>Attachment 1 Requirements, (or a PDF catalog or manufacturers Price List)</i> | EXCEL | X | |
| Completed Attachment 2 – <i>NYS Required Certifications</i> (signed and scanned) | PDF | X | |
| Completed Attachment 3 – <i>Encouraging use of NYS Businesses</i> | PDF | X | |
| Proof of compliance with Attachment 4 – <i>Insurance Requirements</i> | PDF | X | |
| Completed Attachment 5 – <i>Bidder Information Questionnaire</i> | EXCEL | X | |
| Completed Attachment 6 – <i>Bidder Submission Checklist</i> | EXCEL | X | |
| Completed Attachment 10 – <i>Contact and Supplemental Information</i> | EXCEL | X | |
| Completed Attachment 12 – <i>Contractor and Reseller/Distributor Information Sheet</i> | EXCEL | X | |
| Completed Attachment 13 – <i>Category Matrix</i> | PDF | X | |
| Completed Attachment 14 – <i>Supplier/Manufacturer's Certificate</i> (signed and scanned) | PDF | X | |
| Completed Attachment 15 – <i>Certification Under Executive Order No. 16</i> (signed and scanned) | PDF | X | |
| Completed Attachment 16 – <i>Proof of Past Sales (per Section 2.1(E))</i> | EXCEL | X | |

| | | | |
|---|------------|----------|----------------------------------|
| Proof of Current Government Contract (per Section 2.1 (D)) | PDF | X | |
| Completed ST-220-CA <i>Contractor Certification</i> , notarized with <u>original ink signatures</u> | PDF | X | X |
| Completed MWBE 100 – <i>MWBE Utilization Plan</i> (signed and scanned) | PDF | X | |
| Completed SDVOB 100 – <i>SDVOB Utilization Plan</i> (signed and scanned) | PDF | X | |
| Completed Form EEO100 – <i>Equal Employment Opportunity Staffing Plan</i> (signed and scanned) | PDF | X | |
| Standard Vendor Responsibility Questionnaire – (completed and scanned to PDF) or Certification that Questionnaire has been completed online | PDF | X | Not required if submitted online |

All documents must be completed in accordance with the instructions for the individual document, which may include an original signature or an original notarized signature. At this time, OGS cannot accept an eSignature that has been generated by software.

Documents should be submitted as an electronic copy and in the format specified in the list above for each document (e.g., PDF, Excel), following the instructions provided in this Section. Electronic copies of documents must be submitted on two (2) USB flash drives, with each USB flash drive containing a complete set of the submitted documents. When submitting electronic documents, include a printed copy of pages 1 and 2 of the Solicitation with the Bid (see Section 3.5 - *Bid Envelopes and Packages*, below).

Electronic copies of documents provided in PDF format should be saved as an Adobe Acrobat PDF, AND THEN converted to allow for Optical Character Recognition (OCR) (see <https://www.adobe.com/acrobat/how-to/ocr-software-convert-pdf-to-text.html>).

Bidders are strongly encouraged to submit a fully completed bid package to avoid disqualification. Failure to provide all required and satisfactorily completed documentation in a timely manner upon request by OGS may result in that Bidders Bid being found non-responsive and disqualified with no further consideration for contract award. Bidders are encouraged to seek clarification from OGS, if necessary, prior to submitting the requested document(s) and/or revisions.

Bidder is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically until a determination of award is made. If an award is made to Bidder, the documents with original signatures shall be retained by the Bidder for a period of six (6) years after the term of the contract has ended. Bidder shall submit such documents with original signatures to OGS upon request.

In the case of discrepancies between paper copies (if applicable) and USB flash drive submissions of the documents submitted by the Bidder, the electronic USB flash drive copy shall take precedence over the paper copy.

Notes to Bidder:

1. Do not include hard copies of any other Bid documents except Pages 1 and 2 of the Solicitation and the ST-220-CA Contractor Certification.
2. Bidder should note that a completed electronic copy of Attachment 1 – *Pricing* or other Electronically Searchable Price List is required. Bidders must provide a discount; full List Price will not be accepted. Price List submissions that direct Authorized Users to contact the manufacturer or Authorized Dealer for pricing, and/or do not contain List Pricing may be rejected, and the Bidder may be considered non-responsive, with no further consideration for contract award. Failure by a Bidder to submit Electronically Searchable pricing may result in automatic rejection of that Bidder's Bid and no further consideration for award. Failure to submit pricing includes missing or incomplete pricing; electronic media that does not allow for review/retrieval of information contained within; failure to complete all tabs and/or columns within Attachment 1 - *Pricing*, as per the Instructions within the Pricing Excel Worksheet/Workbook and/or failure to provide Pricing in unlocked Excel Format.

3. In the case of discrepancies between Electronically Searchable Price Lists, the Price List with the lowest price shall take precedence.
4. A Bidder should note that any indicators or messages that have been built into the Attachments are informational only and provided solely for the purpose of assisting Bidders in completing the Attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the Attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the Attachments to ensure compliance with the Solicitation requirements.

3.5 Bid Envelopes and Packages

All Bids should have a label on the outside of the envelope or package itemizing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters)
2. Solicitation number (Solicitation #23295)
3. Bid Opening Date and Time (as per Section 1.4 – *Key Events/Dates*)
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2)

All Bids should also include a PRINTED copy of pages 1 and 2 of the Solicitation, completed with the Bidder's information and signature. The printed and completed copy of pages 1 and 2 should be placed in the envelope or package with the USB flash drives.

Failure to complete all information on the Bid envelope and/or package may necessitate the opening of the Bid prior to the scheduled Bid opening.

3.6 Bid Delivery

Bids shall be delivered to the following address on or before 1:30 p.m. ET, on or before the Bid opening date as stated in Section 1.4 - *Key Events/Dates*:

State of New York Executive Department
Office of General Services
Procurement Services
Corning Tower - 38th Floor Reception Desk
Empire State Plaza
Albany, NY 12242
Attn: Bid Enclosed – Solicitation 23295

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the timeclock at the above-noted location. A Bidder is strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid opening. Late Bids shall be rejected, except as provided in Appendix B, *Late Bids*. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned. Refer to "Important Building Access Procedures" clause.

3.7 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the Corning Tower Information Desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services Receptionist at (518) 474-6262 or Customer Services (518) 474-6717 at least 24 hours prior to the visit. If no answer, leave a detailed phone message including the following information: reason for visit and/or delivering a bid, solicitation number, date and estimated time of delivery or visit, first and last name of visitor, and visitor's cell phone number. Visitor may email customer.services@ogs.ny.gov providing the same information. Visitors who are not pre-registered will be directed to a designated phone at the Corning Tower Information Desk, where they are to call the Procurement Services Receptionist (518) 474-6262 or Customer Services (518) 474-6717 for access. The visitor will be registered at that time. Bids are not allowed to be left at the Corning Tower Information Desk. Please note that delays may occur. Building access procedures may change or be modified at any time.

3.8 NYS Required Certifications

A Bidder is required to submit the signed New York State Required Certifications (Attachment 2 – *NYS Required Certifications*) with its Bid.

3.9 Bid Deviations

Bids must conform to the terms set forth in the Solicitation. As set forth in Bidder Questions, if a Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids. Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid. Bidder is advised that OGS will not entertain any exceptions to Appendix A (Standard Clauses for New York State Contracts). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

3.10 Bid Opening Results

OGS Procurement Services posts Bid information on the OGS Procurement Services website. The Bid Opening Results webpage makes available the list of bidders that responded to the Solicitation. Such information is anticipated to be available online within two business days after the Bid opening.

The Bid Opening Results Page is available at: <https://ogs.ny.gov/procurement/bid-opening-results-0>.

3.11 Bid Liability

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the production of a Bid or for any work performed prior to the formal execution of a Contract.

3.12 Firm Offer

Bids must remain an effective offer, firm and irrevocable, for at least 120 calendar days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

3.13 NYS Reserved Rights

New York State reserves the right, in its sole discretion, to:

- A. Reject any or all Bids received in response to the Solicitation;
- B. Withdraw the Solicitation at any time at the sole discretion of the State;
- C. Make an award under the Solicitation in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
- E. Seek clarifications and revisions of the Bid;
- F. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
- G. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
- H. Change any of the schedule dates with notification through the NYS Contract Reporter;
- I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;

- K. Utilize any and all ideas submitted in the Bids received;
- L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
- M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
- N. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
- O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
- P. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
- Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
- R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
- S. Reject an obviously unbalanced Bid as determined by the State; and
- T. Conduct Contract negotiations with the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
- U. Make no award for any Product, region, category or lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining Products, regions, categories, or lots;
- V. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing;
- W. To give first consideration to Bids which are substantially complete over those that are not and to Award Contracts on a rolling or staggered start basis, either in whole or in part. Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation;
- X. Unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A and B) and/or Attachments to this Contract without processing a formal amendment and/or modification.

3.14 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

SECTION 4 METHOD OF AWARD

4.1 Method of Award

Awards shall be made to all responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation and the requirements detailed in Section 2 - *Bidder Qualifications and Service Requirements*, and whose product offerings meet the Scope of this Solicitation, as detailed in Section 1.2 - *Scope* and whose prices indicate that those products will be provided at a reasonable price as determined by the NYS OGS. Reasonable prices may be determined by, but not limited to, reviewing prices on any current or previously awarded Government Entity contract and/or pricing offered by other Bidders for this Solicitation. Pricing shall be a discount from Manufacturer's List Price and shall be equal to or better than any other offered to another Government Entity for the same type of products. Discounts will be confirmed by comparison with other Government Entity contracts held by the Bidder. The Bidder must supply copies of their current contract Price Lists with other Government Entities indicating the discount percentage, as per Section 2.1 - *Qualifications*. If a Bidder holds another contract that requires them to offer a better discount than to any other entity, then the Bidder will be required to provide a copy of the contract language. If a Bidder holds another contract in which the price is F.O.B. origin, then OGS will allow up to a three (3) percent difference in the discount structure. After the Bid Opening, each Bid will be screened for completeness and conformance with the stated Bidder Qualifications for Bid submission, as set forth in Section 2 of this Solicitation. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award.

Bids will be reviewed to ensure that the Bidder has provided all required Attachments, completed in full, and in original hard copy, where requested. Failure by a Bidder to provide properly completed required documents and/or Attachments may result in their Bid being deemed non-responsive and denied further consideration for award. OGS reserves the right to give first consideration to Bids which are substantially complete over those that are not, and to make awards on a rolling or staggered start basis, as per Section 3.13 - *New York State Reserved Rights*, as deemed necessary and determined solely by OGS Procurement.

Bidder must be financially stable and able to demonstrate the financial stability of the company. In addition to sales history, current financial statements or other financial information, as requested and deemed appropriate by OGS, must be provided within five (5) business days of request. New York State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this contract.

The Commissioner reserves the right to evaluate and/or reject any and all Bids, in whole or in part and to waive technicalities, irregularities and omissions if in his or her considered judgment, the best interests of the State will be served. In the event satisfactory Bids, fully in accord with the Bid documents, are not received, the Commissioner reserves the right to consider late or non-conforming Bids as stipulated in "Late Bid" clause of Appendix B – *General Specifications*.

4.2 Minor Deviations/Minor Technicality

The State reserves the right to have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the Solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear, but the award of a Contract is threatened due to a minor technicality or a minor deviation.

4.3 Notification of Award

Tentative award of the Contract shall consist of written notice to that effect by OGS to a selected Bidder, who shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible.

Non-awardees will also be notified that their Bid was not selected for award.

4.4 Periodic Recruitment

This Solicitation allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications regarding any periodic recruitments under this Solicitation. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Categories covered by the scope of the awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

4.5 Procurement Instructions for Authorized Users

- A. The Contracts resulting from this Solicitation will be centralized Contracts issued under a multiple award structure. Before proceeding with a purchase, an Authorized User shall check the list of Preferred Source offerings and must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities or services of Preferred Source suppliers such as the Division of Correctional Industries (Corcraft), the New York State Preferred Source Program for People who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities or services meet the form, function, and utility of the Authorized User and the price offered by Corcraft does not exceed a reasonable fair market price and the price offered by NYSPSP and NYSID is within 15% of prevailing market prices. If a Preferred Source does not meet an Authorized User's form, function, and utility, or the Preferred Source price is more than fair market price or 15% above prevailing market prices, then the Authorized User may use this Contract.

- B. A Matrix showing the Furniture Categories and Contractors offering products under those Categories will be posted on the OGS website. Authorized Users should determine from the Matrix the Category of furniture they desire, then review the listing of Contractors under that Category. Each Contractor's approved Price List and/or catalog of offerings (if available), will be posted on the OGS website, without exception, along with a listing of the furniture manufacturers each Contractor has available. Additionally, a copy of each Contractor's Contact and Supplemental Information sheet will be posted to the OGS website, without exception, where Authorized Users can find contact information, as well as discount structure, inside delivery, installation, and/or restocking fees.
- C. Authorized Users are strongly encouraged to seek a minimum of three (3) quotes, where possible, as well as to seek better than Contract pricing for all items, especially when purchasing in volume, as Contractors may or may not automatically offer volume discounts. Volume discounts, if offered, will be shown on the Contractor's Contact and Supplemental Information page posted on the OGS Website.
- D. When placing orders under this Award, the Authorized User should follow and be familiar with the terms and conditions governing the Contract and are responsible for determining that the product(s) they intend to purchase fit within the scope of the Award. Bidders/Contractors are encouraged, though not required, to self-identify products meeting EO22 requirements within their Price List. Authorized Users are strongly encouraged to confirm the accuracy of the entries by contacting the Contractor directly.

Authorized Users have the responsibility to document purchases, and such documentation should include:

- 1. A statement of need and associated requirements;
- 2. Proof of obtaining all necessary prior approvals;
- 3. A summary of the Contract alternatives considered for the purchase; and
- 4. The reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

Authorized Users will place orders directly to the Contractor or the Contractor's Authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements, including inside delivery and/or installation. Inside delivery and installation terms must be agreed upon at time of order and prior to delivery.

All orders should clearly note the OGS Contract Name and Award Number, Contract Number, and Contractor Name. A Contractor shall not initiate delivery of products until the order is placed by an Authorized User.

Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents, which contain additional terms or conditions, must receive pre-approval by the Authorized User. Additional terms or conditions that were not pre-approved by the Authorized User, or which conflict with the Contract terms and conditions, are void and unenforceable at the sole discretion of the State.

SECTION 5 TERMS AND CONDITIONS

5.1 Contract Term and Extensions

The Contract will be in effect for a term of five (5) years. The Contract term shall commence after all necessary approvals and shall become effective upon the date of OSC approval of the final executed documents.

All OGS Centralized Contracts resulting from this Solicitation shall have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment. At the State's option, the Contract may be extended for up to five (5) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to the approval of OSC and any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*.

The Contract term provided for in this section shall extend six (6) months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g., changes in minimum, prevailing or living wages, or regulated services).

5.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

5.3 Price

- A. Bidders must submit an Electronically Searchable Price List, such as Attachment 1 – *Pricing*, a PDF catalog or manufacturer's Price List in either MS Excel or PDF format, which includes base models, as well as options and/or upgrades, based upon the Categories they are bidding (See Attachment 13 - *Category Matrix*). Should a Bidder submit an Electronically Searchable catalog that does not contain pricing, an additional Price List containing pricing by Contractor Model/Item Numbers/SKU for those items must be submitted, in addition. Attachment 1 – *Pricing* may be used; however, it is not required.
- B. Identifying information, which includes, at a minimum, the Product Line Name, Contractor Model/Item Numbers/SKU, and/or Manufacturer Item Numbers, and List Pricing MUST be included within the Electronically Searchable Price List.
- C. Furniture items that are KD ("Knocked-Down") or otherwise require assembly should be clearly noted as such within the Price List(s).
- D. Electronically Searchable Price Lists should contain only those Categories and items which correspond to the Bidder's submission of Attachment 13 - *Category Matrix*, where the Bidder shall indicate the Furniture Product Categories offered under its Bid by marking an 'X' in each Furniture Product Category, as appropriate.
- E. The Bidder's pricing submission should not contain products or product lines that are out of Scope (see Section 1.2- *Scope*). Price Lists containing items, which do not include identifying information and List Pricing, and/or items that are out of Scope may be removed by OGS, at their sole discretion, and without exception.
- F. Bidder's may submit a discount for either the entire Price List or submit discounts by breakdowns of individual product line, style, function, etc., from the manufacturer's Retail Price List. Discount information, including discount percentages, for each Price List must be entered within Attachment 10 - *Contact and Supplemental Information*. Bidders must provide a discount; full List Price will not be accepted.
- G. Price List submissions that direct Authorized Users to contact the manufacturer or Authorized Dealer for pricing, and/or do not contain List Pricing may be rejected, and the Bidder may be considered non-responsive, with no further consideration for contract award.
- H. Where discrepancies exist between Price List documents, the lowest price shall prevail.
- I. Price Lists submitted with the Bid shall remain in effect for one (1) year from the Bid Opening Date. Price List Updates will be allowed twice per year thereafter, during the Contract term or extension, beginning on or around the anniversary of the Bid Opening Date, as per Section 5.4 - *Price List Updates*.
- J. All Bidder Price List submissions should be provided in a single/combined PDF document, vs. multiple individual PDF documents, where possible, if Attachment 1 is not used.
- K. OGS will review each Bidder's Price List submission for completeness and reserves the right to remove any item(s) where the Contractor Model/Item Numbers/SKU and/or Manufacturer Item Numbers, and/or List Pricing are not included, and/or where the item(s) and/or product line is determined to be out of Scope.
- L. Price Lists must not contain any other terms and conditions or have references to any other contracts (i.e., GSA). OGS reserves the right to remove any additional terms and conditions that apply to another contract, or that conflict with those of the OGS Award.
- M. All awarded Contractors' Price Lists must be reviewed and approved by OGS Procurement prior to posting on the OGS Contract website. OGS' determination of acceptable Price Lists, including, but not limited to products,

pricing and discounts, shall be final. All OGS approved Contractor Price Lists will be posted on the OGS Procurement Services website, without exception.

5.4 Price List Updates

- A. Updates to a Contractor's OGS Price List (price list updates) will be allowed twice per year, after the first anniversary date of the Bid Opening. Price list updates may not be allowed within 90 days of a prior price list update approval unless deemed within the best interest of the State. Additional price list update requests may not be granted, unless OGS determines that it is within the best interest of the State and/or its Authorized Users. Requests for price list updates must be submitted via email to the OGS contract manager listed on the OGS Website. The price list update request must be dated, complete and accurate, and in the format required by OGS in order to be considered for approval. Contractors shall adhere to the instructions in Attachment 11 – *Price List Update Guide* and use the provided Appendix C - *Contract Modification Procedure* for all price list update requests. OGS reserves the right to give first consideration to substantially complete submissions, as determined solely by OGS Procurement, as well as to deny price adjustments to Contractors that are delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or proof of insurance requirements.
- B. Once approved by OGS, discounts offered from manufacturer Price Lists may not be decreased at any time during the Contract term, unless satisfactory proof of undue hardship is submitted by the Contractor and approved by OGS. Proof may include, but not be limited to, signed statements by the Manufacturer detailing and attesting to the need for the discount reduction. Determination of undue hardship is at the sole discretion of OGS.
- C. New manufacturer product lines may be offered within a price adjustment submission, as long as they are within the originally awarded furniture product Category(s). Additional furniture Categories may not be added post award. Contractor may offer discounts for the entire product line or breakdown by style, function, etc. from the Manufacturer's Price List. If the discount percentage is the same or greater than existing product lines, then no proof of reasonableness is required. The Contractor is required to provide proof of reasonableness for a new product line if the discount offered is less than existing product lines. Proof of reasonableness may be in the form of pricing from a Government Entity contract held with an entity other than OGS, including invoices from sales made to that entity that are less than twelve (12) months old from the date of the price adjustment submission, or sales reports that are less than twelve (12) months old from the date of the price adjustment submission for the product line offered.
- D. All adjustments to a Contractor's previously approved Price List are allowable at the sole discretion of OGS Procurement Services. OGS reserves the right to remove any items(s) deemed to be out of scope and/or unreasonably priced, at any time. In addition, OGS reserves the right to revise the Price List Update process at any time during the contract term and/or deny price adjustments during the last twelve (12) months of the Contract term, without prior notice.
- E. It is OGS's intention that all Contractor price lists be maintained and updated regularly to keep product offerings, pricing, product numbers and product descriptions current. Contractors are required to honor their posted contract pricing at all times and may not charge greater than Contract price at any time during the Contract term. Contractors are encouraged to review their posted price lists regularly and submit a price list update request at least once per year. Contractors should contact the OGS contract manager for the most current price list update procedures and forms. Contractors shall submit their price list update request to the OGS Procurement Services contract manager pursuant to the requirements of this Section for review and written approval prior to use. Revised pricing is effective upon the date OGS approves the request. Revised price lists shall be posted by OGS on the contract website within five (5) Business Days after approval, or as soon as possible thereafter.

5.5 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

5.6 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

5.7 Volume Discounts

Bidders may, and are encouraged to, offer volume discounts, which shall apply to orders delivered to the same Authorized User and/or location, at the same requested time. Volume discounts, if offered, shall be based on products and pricing as submitted within your submitted Price List.

Volume discounts shall be entered within Attachment 10 – *Contact and Supplemental Information*. Any restocking fees must be included within Attachment 10 as a percentage (%) of the net price. All approved discounts shall remain in effect for the entire contract period. Discounts may be increased during the Contract term, and as per Section 5.4 – *Price List Updates*.

Volume discounts may be applied per Purchase Order, cumulatively per ordering entity, or cumulatively statewide. The Bidder shall indicate the basis for applying the volume discount(s) within Attachment 10 – *Contact and Supplemental Information*. Volume discounts shall be defined and applied as follows: Purchase Order volume discounts shall be additional discounts applied to individual Purchase Orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual ordering entity once an established volume has been met by that entity. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this Contract.

5.8 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, written confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery and/or installation information (if applicable), Authorized User name, and sales representative (if applicable).

5.9 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges, or other fees.

5.10 Minimum Order

Minimum order, if required, shall be established by the Bidder and stated on Attachment 10 – *Contact and Supplemental Information* where indicated (See Section 3.3 – *Format of Bid Submission*). The Bidder may offer to ship orders less than the minimum order with the freight prepaid and added to the invoice. It shall be the Authorized

User's choice if they wish to accept the offer. Bidder must establish minimum order, if they so choose, at time of Bid submission. The minimum order amount may not be increased once established.

5.11 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

5.12 Product Returns and Exchanges

In addition to the provisions of Appendix B, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Stock products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Products that are not stock shall be replaced within the normal delivery terms listed on Attachment 10 - Contact and Supplemental Information following written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund is made in such fashion the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

5.13 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

5.14 Contract Administration

The Bidder shall provide a sufficient number of customer service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Bidder shall also provide an afterhours contact in the event of an emergency occurring after business hours or on weekend/holidays. Bidder shall provide a dedicated contract manager to support the updating and management of the Contract on a timely basis. Information regarding the customer service, emergency contact, and contract manager shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five (5) Business Days if its contract manager, emergency contact, or customer service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS contract manager.

5.15 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

5.16 Americans with Disabilities Act (ADA)

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

5.17 N.Y. State Finance Law § 139-I

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and

consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – *NYS Required Certifications*, which Bidder must submit with its bid.

5.18 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

5.19 Report of Contract Usage

The Contractor shall furnish semi-annual reports, using the format specified in Attachment 8 – *Report of Contract Usage*, containing total sales for both State Agency and Authorized non-State Agency Contract purchases no later than forty-five (45) days after the close of the reporting period. Sales for January 1st through June 30th would be due by August 15th. Sales for July 1st through December 31st would be due by February 15th.

Contractors shall specify if any authorized resellers are NYS Certified Minority and/or Women-Owned Business Enterprises (MWBES), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the contract manager listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Contractor's name and sales period.

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases, may be required by OGS and must be supplied upon request. Failure to submit completed reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made no sales to any Authorized User under the Contract for the prior year. Termination of the Contract under this Section is in addition to and separate from Appendix B – *Termination* and shall take effect 30 calendar days from the date of written notification to the Contractor. The Contract may also be terminated for failure to submit the required Report of Contract Usage as specified under this Section.

5.20 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBES") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBES Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal opportunities for minority group members and women shall apply to all Contractors and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing to be performed for or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
 - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January to report the actual workforce utilized during the previous quarter in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>

The Workforce Audits must be completed electronically in the NYS Contract System Workforce Audit Module. Separate audits shall be completed by Contractor and all subcontractors, and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce

utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Business Diversity. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify

the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333.1. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:

- (a) If a Bidder fails to submit an MWBE Utilization Plan;
- (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- (c) If a Bidder fails to submit a request for waiver; or
- (d) If OGS determines that the Bidder has failed to document good faith efforts.

G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333.1, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued with regard to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- 1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.
- 2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System - Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/FrontEnd/TrainingList.asp>.
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on **"Vendor Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **"Contact Us & Support"** then **"Technical Support"** on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS OBD Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the MWBE requirements of this Section, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

5.21 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. OGS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/Veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.
- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request For Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OGS for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regard to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The

Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to OGS.sm.PS.Furniture@ogs.ny.gov.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: ogssdvobreports@ogs.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE UNDER AT: <https://ogs.ny.gov/Veterans/>

5.22 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

5.23 Surplus/Take-Back/Recycling

- A. A State Agency is reminded of its obligation to comply with the NY State Finance Law § 167, Transfer and Disposal of Personal Property, and § 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.
- B. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in

compliance with applicable local, state, and federal laws. See Section III below for specific requirements governing electronic equipment recycling.

- C. The NYS Department of Environmental Conservation (“DEC”) Electronic Equipment Recycling and Reuse Act (“Act”) (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>
- D. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (“NIST”) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

5.24 Environmental Sustainability and NYS Executive Order Number 22

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 22 (Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 22, including specifications for offerings covered by this Contract, may be found at <https://ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 22 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

5.25 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

5.26 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the “Law”), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra-low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors “on behalf of” State Agencies and public authorities and require certain reports from Contractors. All heavy-duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy-duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

5.27 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

5.28 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

5.29 NYS Vendor Responsibility

OGS conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction Contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

5.30 NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

5.31 “OGS or Less” Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the “OGS or Less” provisions of State Finance Law § 163(3)(a)(v). 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 Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

5.32 Non-State Agencies Participation in Centralized Contracts

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

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the

OGS web site (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

5.33 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State 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. Requests must be submitted to the OGS contract manager prior to the use of any Contract. Requestors will be provided with instructions and the proper form(s) to be completed for review and approval by OGS.

5.34 Authorized Resellers

A. Definitions

"Authorized Reseller" shall refer to alternate distribution sources (distributors or dealers) for a manufacturer that are authorized and designated by said manufacturer, subject to approval by New York State.

B. Conditions of Authorized Reseller Participation

Authorized Resellers must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Authorized Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Authorized Resellers and their participation under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that:

1. Such qualifying criteria are uniformly applied to all potential Authorized Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement;
2. All general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term;
3. Those qualifying criteria met by the Authorized Reseller must be identified in Authorized Reseller designations on Attachment 12 –*Contractor and Reseller/Distributor Information Sheet* at the time that Reseller approval is requested; and,
4. Immediate advance notice is provided to OGS in the event that a change in Authorized Reseller's status occurs during the Contract term.

All Authorized Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Authorized Reseller's participation or ability to quote a particular order.

C. Designation of Authorized Resellers

Bidders should submit with their Bid a listing of Authorized Reseller(s) chosen to fulfill orders, and/or accept payments under this Solicitation and subsequent Award, within Attachment 12 –*Contractor and Reseller/Distributor Information Sheet* and note whether the Authorized Reseller is a Minority or Women Owned Business Enterprise (MWBE), a Service-Disabled Veteran Owned Business (SDVOB), or a New York State Small Business (SB). Should the Bidder allow the Authorized Reseller to take orders, ship direct, or accept payments, they must note such within the Attachment. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS. If Authorized Reseller(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, and do not possess a New York State Vendor ID number, the Bidder/Contractor must provide OGS, in advance, with an Office of the State Comptroller (OSC) Substitute W-9 form https://ogs.ny.gov/BU/RE/Retail/2017/18316_18317/Substitute2017.pdf, which should be completed by each of the

Authorized Reseller(s), and submitted to the Office of General Services. OGS will initiate the vendor registration process for all Bidders recommended for Contract Award and their Authorized Reseller(s). Once the process is initiated, such registrants will receive an e-mail from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. **All Authorized Reseller(s) must be approved in advance by OGS.**

D. Responsibility for Reporting/Performance

Contractor shall be fully liable for an Authorized Reseller's performance and compliance with all Contract terms and conditions. Product purchased through an Authorized Reseller must be reported by the Contractor in the required semi-annual sales reports to the State as a condition of payment. In addition to inclusion of Authorized Reseller volume in the Contractor's sales reporting obligation to the State, at the request of an Authorized User, the Authorized Reseller shall provide the Authorized User with reports of the individual Authorized User's Contract activity with the Authorized Reseller.

E. Applicability of Contract Terms

Product ordered directly through Authorized Resellers shall be limited to Products previously approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Authorized Reseller participation.

F. Authorized Reseller Updates

If the Bidder/Contractor allows Authorized Reseller(s) to participate in the Contract, requests to add or delete Authorized Reseller(s) or to modify their information must be submitted by the Contractor for prior approval of OGS. Submissions for the addition and/or deletion of Authorized Reseller(s) will be accepted quarterly, January 1st through January 15th, April 1st through April 15th, July 1st through July 15th, and October 1st through October 15th. Contractors must utilize Attachment 12 – *Contractor and Reseller/Distributor Information Sheet* for each submission and are strongly encouraged to email the OGS contract manager, in advance of the allowable timeframe for submissions, to obtain the most current template(s) for the update. OGS reserves the right to give first consideration to substantially complete submissions, as well as to deny revisions to a Contractor's Authorized Reseller Information Sheet whereas the Contractor is delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or proof of Insurance requirements. In addition, OGS reserves the right to deny revisions to a Contractor's Authorized Reseller Information Sheet during the last six (6) months of the Contract term without prior notice.

5.35 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references or complete a credit application.

5.36 Centralized Contract Modifications

- A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.
- B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

- C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.
- D. All modifications proposed by Contractor shall be processed in accordance with Appendix C, *Contract Modification Procedure*. The Contractor shall submit all requests, except for product and pricing updates as set forth in Section 5.4 – *Price List Updates*, in the form and format contained in Appendix C, *Contract Modification Procedure*. The form contained within Appendix C is subject to change at the sole discretion of OGS.
- E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

5.37 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

5.38 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

5.39 Instruction Manuals

At the time of delivery, Contractor shall provide a complete instruction manual for the Product and for each component supplied, as applicable, to the Authorized User.

5.40 Contract Documents; Electronic Format

OGS encourages Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents with original signatures. Documents requested by OGS should be submitted in the format specified by OGS. Contractor is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically for the term of the contract and any extensions thereof, and for a period of six (6) years after the term of the contract has ended. Contractor shall submit such documents with original signatures to OGS upon request. If Contractor seeks to assign the contract during the term, Contractor shall provide all documents relating to the bid and contract that it has retained to the successor Contractor (assignee) upon OGS consent to the assignment.

5.41 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

End of Document



Office of General Services Procurement Services

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

Contract Award Notification

| | | |
|--------------------------------|---|--|
| Title | : | Group 20915 – Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide) Classification Code(s): 56 |
| Award Number | : | <u>23295</u> (Replaces 23109) |
| Contract Period | : | December 5, 2023 – December 1, 2028 |
| Bid Opening Date | : | June 28, 2023 |
| Date of Issue | : | December 5, 2023 (Updated March 4, 2024) |
| Specification Reference | : | As Incorporated In The Solicitation |
| Contractor Information | : | Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|--|--|
| Name : Rachael Smelyansky Title : Contract Management Specialist I Phone : 518-473-2961 E-mail : ogs.sm.ps.furniture@ogs.ny.gov | Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov |

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office and Courtroom Furniture, School/Higher Education Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. Inside Delivery is offered by all contractors. Installation is an optional service offered by some contractors

This Award has 15% MBE, 15% WBE and 6% SDVOB goal requirements.

PR # 23295

(continued)

2091523295ra2

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.# / NYS VENDOR#</u> |
|--------------------------|---|---------------------------|---|
| PC70152 SBE | A2S, Inc. 62 Enter Lane Islandia, NY 11749 | 210-540-5325 | Federal ID 30-1012200 Vendor ID 1100211002 |
| PC70153 WBE SBE | A.F.C. Industries, Inc. 13-16 133rd Place College Point, NY 11356 | 718-747-0237 Ext 1232 | Federal ID 11-3225387 Vendor ID 1100003175 |
| PC70154 | Affordable Interior Systems, Inc. 25 Tucker Drive Leominster, MA 01453 | 978-562-7500 | Federal ID 04-3489948 Vendor ID 100059011 |
| PC70155 | Agati, Inc. 451 N. Claremont Avenue Chicago, IL 60612 | 312-632-6201 | Federal ID 36-3529331 Vendor ID 1000009198 |
| PC70156 | Allied Plastics, Inc. 2001 Walnut Street Jacksonville, FL 32206 | 814-342-7000 | Federal ID 59-1270942 Vendor ID 1100294466 |
| PC70157 | Allseating Corporation 5800 Avebury Rd, Unit 3 Mississauga, ON L5R 3M3 | 616-368-2166 | Federal ID 98-0110664 Vendor ID 1000009836 |
| PC70159 | Alumni Classroom Furniture Inc. 210 Regina Street North Waterloo, ON N2J 3B6 | 833-939-9300 Ext 509 | Federal ID 98-0619213 Vendor ID 1100097011 |
| PC70161 MBE | AmTab Manufacturing Corporation 600 Eagle Drive Bensenville, IL 60106 | 630-301-7600 | Federal ID 20-5211622 Vendor ID 1100081030 |
| PC70163 | Arcadia Chair Company 5692 Fresca Drive La Palma, CA 90623 | 714-562-8200 Ext 276 | Federal ID 95-2981958 Vendor ID 1000042327 |
| PC70164 | Arconas Corporation 5700 Keaton Crescent Mississauga, ON L5R 3H5 | 905-272-0727 Ext 305 | Federal ID 98-1365220 Vendor ID 1100301246 |
| PC70165 | Artcobell Corporation 1302 Industrial Boulevard Temple, TX 76504 | 254-899-3610 | Federal ID 74-2236641 Vendor ID 1000057867 |
| PC70166 | Artopex, Inc. 800 Vadnais Street Granby, QC J2J 1A7 | 800-378-0189 Ext 3097 | Federal ID 98-0149704 Vendor ID 1000045263 |
| PC70167 | ASSA Group D/B/A Enwork 12900 Christopher Drive Lowell, MI 49331 | 616-600-3083 | Federal ID 20-4467006 Vendor ID 1100081192 |

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| PC70168 | Aurora Storage Products, Inc. 600 S. Lake Street Aurora, IL 60506 | 630-966-7504 | Federal ID 27-3848171 Vendor ID 1100049311 |
| PC70170 | BioFit Engineered Products, LP 15500 BioFit Way Bowling Green, OH 43402 | 814-342-7000 | Federal ID 52-1819340 Vendor ID 1000040912 |
| PC70171 | Blockhouse Company, Inc. 3285 Farmtrail Rd York, PA 17406 | 717-764-5555 | Federal ID 23-2105251 Vendor ID 1000008906 |
| PC70174 | Bush Industries, Inc. D/B/A eSolutions Furniture One Mason Drive Jamestown, NY 14702 | 716-665-2510 Ext 5772 | Federal ID 16-0837346 Vendor ID 1100044518 |
| PC70175 | Case Systems, Inc. 2700 James Savage Rd Midland, MI 48642 | 989-496-9510 | Federal ID 38-3139894 Vendor ID 1000009254 |
| PC70176 | CBT Supply Inc D/B/A Smartdesk 83 Jacobs Rd Rockaway, NJ 07866 | 800-770-7042 Ext 812 | Federal ID 52-2285066 Vendor ID 1000032062 |
| PC70177 | Columbia Manufacturing, Inc. One Cycle Street Westfield, MA 01085 | 413-562-3664 | Federal ID 84-3228219 Vendor ID 1100271728 |
| PC70181 | Corilam Fabricating Company, Inc. PO Box 361 Kernersville, NC 27285 | 336-993-3511 Ext 26 | Federal ID 56-1106892 Vendor ID 1100046330 |
| PC70182 | Custom Educational Furnishings, LLC D/B/A CEF 2696 NC Hwy 16S Taylorsville, NC 28681 | 828-664-007 | Federal ID 46-5087197 Vendor ID 1100294228 |
| PC70183 | Daco Limited Partnership D/B/A Dauphin 100 Fulton Street Boonton, NJ 07005 | 973-833-1337 | Federal ID 22-3258979 Vendor ID 1000008929 |
| PC70184 | DARRAN Furniture Industries, Inc. 2402 Shore Street High Point, NC 27263 | 336-861-2412 | Federal ID 56-1171971 Vendor ID 1000009503 |
| PC70185 | Datum Filing Systems, Inc. D/B/A Datum Storage Solutions 89 Church Road Emigsville, PA 17318 | 717-764-6350 | Federal ID 11-2156739 Vendor ID 1000005608 |
| PC70188 | Ditto Sales, Inc. D/B/A Versteel 2332 Cathy Lane Jasper, IN 47546 | 812-481-7956 | Federal ID 35-1176142 Vendor ID 1000009152 |

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| PC70189 | Diversified Woodcrafts, Inc. 300 S Krueger Suring, WI 54174 | 716-488-2810 Ext 219 | Federal ID 39-1909150 Vendor ID 1000041367 |
| PC70190 | DSI Industries Inc. D/B/A OFGO Studio 452 Millway Ave Concord, ON L4K 3V7 | 905-669-1357 Ext 329 | Federal ID 12-7487262 Vendor ID 1100213971 |
| PC70192 | Egan Visual International D/B/A Egan Visual 300 Hanlan Rd Vaughan, ON L4L 3P6 | 800-263-2387 | Federal ID 98-0066279 Vendor ID 1100033750 |
| PC70193 SBE | Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings 1021 Allen Street Jamestown, NY 14701 | 716-488-2810 Ext 219 | Federal ID 75-3065762 Vendor ID 1000009677 |
| PC70194 | Environamics, Inc. 13935 South Point Blvd Charlotte, NC 28273 | 704-376-3613 | Federal ID 56-1278052 Vendor ID 1100025258 |
| PC70195 | Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard, CA 93030 | 800-446-1186 | Federal ID 95-3669370 Vendor ID 1000009824 |
| PC70196 | Fairway Holdings inc. D/B/A Berco Designs 111 Winnebago St St. Louis, MO 63118 | 888-772-4788 | Federal ID 20-2516208 Vendor ID 1100092472 |
| PC70197 SBE | FE Hale Manufacturing Company 11206 Cosby Manor Rd Utica, NY 13502 | 315-894-5490 | Federal ID 15-0330340 Vendor ID 1000007320 |
| PC70199 | Fleetwood Group, Inc. D/B/A Fleetwood Furniture 11832 James Street Holland, MI 49424 | 616-396-1142 | Federal ID 38-1880634 Vendor ID 1100011628 |
| PC70200 | Fomcore, LLC 1770 East Keating Avenue Muskegon, MI 49442 | 231-366-4791 | Federal ID 36-4848278 Vendor ID 1100280510 |
| PC70202 SBE | Furniture Pro Corp. 355 Spook Rock Rd, Suite I-503 Suffern, NY 10901 | 845-362-2061 | Federal ID 22-4425487 Vendor ID 1100044884 |
| PC70203 | Global Industries, Inc. D/B/A Global Furniture Group 15 West Stow Road Marlton, NJ 08053 | 856-552-3784 | Federal ID 52-0953534 Vendor ID 1000009419 |

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| PC70206 | Haskell Office LLC D/B/A Haskell Education 273 Montgomery Avenue Bala Cynwyd, PA 19004 | 616-278-1010 | Federal ID 45-0468701 Vendor ID 1100042574 |
| PC70208 | Hertz Furniture Systems, LLC 170 Williams Drive, Suite 201 Ramsey, NJ 07446 | 201-661-6347 | Federal ID 22-3795977 Vendor ID 1000008875 |
| PC70209 | Hi5 Furniture, Inc. 4304 NW Mattox Rd Riverside, MO 64150 | 816-774-4050 | Federal ID 80-0253153 Vendor ID 1100208356 |
| PC70210 | Highpoint Furniture Industries, Inc. 1104 Bedford Street High Point, NC 27263 | 800-447-3462 Ext 2223 | Federal ID 56-0671724 Vendor ID 1000009499 |
| PC70214 | Indiana Furniture Industries, Inc. 1224 Mill Street, PO Box 270 Jasper, IN 47547-0270 | 812-482-5727 Ext 107 | Federal ID 35-0408870 Vendor ID 1100064886 |
| PC70215 | Integra Inc. D/B/A Integra Seating 807 Wisconsin St Walworth, WI 53184 | 262-314-6905 | Federal ID 39-1680798 Vendor ID 1000042465 |
| PC70218 | IOF Business Furniture Manufacturing, Inc. 1710 Bonhill Rd Mississauga, ON L5T 1C8 | 905-672-0942 | Federal ID 93-2608338 Vendor ID 1100297182 |
| PC70219 | Jasper Seating Company, Inc. D/B/A JSI/Jasper Group 225 Clay St Jasper, IN 47546 | 800-457-4511 Ext 15417 | Federal ID 35-0420370 Vendor ID 1000009147 |
| PC70220 | JMJS, Inc. D/B/A COE Distributing 1020 Franklin Drive Suite 5 Smock, PA 15480 | 814-342-7000 | Federal ID 27-1572756 Vendor ID 1100151585 |
| PC70223 | Kaplan Early Learning Company 1310 Lewisville-Clemmons Rd. Lewisville, NC 27023 | 800-334-2014 | Federal ID 56-0935286 Vendor ID 1000009500 |
| PC70224 | Keilhauer LTD 1450 Birchmount Road Toronto, ON M1P 2E3 | 877-701-4107 | Federal ID 98-1064108 Vendor ID 1100117545 |
| PC70225 | KFI Furniture, LLC 1533 Bank St Louisville, KY 40203 | 502-585-4464 | Federal ID 81-2819355 Vendor ID 1100183926 |

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| PC70228 | Krueger International, Inc. D/B/A KI 1330 Bellevue St Green Bay, WI 54302 | 800-454-9796 Ext 2394 | Federal ID 39-1375589 Vendor ID 1000009272 |
| PC70229 | Krug, Inc. 421 Manitou Drive Kitchener, ON N2C 1L5 | 888-578-5784 Ext 243 | Federal ID 98-0205609 Vendor ID 1000009838 |
| PC70231 | Leeder Furniture, LLC PO Box 2274 Manitowoc, WI 54221-2274 | 847-201-2000 | Federal ID 87-2425774 Vendor ID 1100267003 |
| PC70237 | Metalworks, Inc. D/B/A Great Openings 902 East 4 th Street Ludington, MI 49431 | 231-845-3165 | Federal ID 38-1898020 Vendor ID 1100152810 |
| PC70246 | New England Woodcraft, Inc. 481 North Street, PO Box 165 Forest Dale, VT 05745 | 802-247-8211 | Federal ID 03-0265306 Vendor ID 1100010708 |
| PC70248 | Nightingale Corp. 2301 Dixie Rd Mississauga, ON L4Y 1Z9 | 800-363-8954 Ext 303 | Federal ID 98-0383583 Vendor ID 1000009839 |
| PC70256 | Paragon Furniture, Inc. 2224 E Randol Mill Rd Arlington, TX 76011 | 814-342-7000 | Federal ID 75-1986305 Vendor ID 1100270372 |
| PC70258 | PS Furniture, Inc. 1339 West Mequon Rd, Suite 215 Mequon, WI 53092 | 262-302-4687 | Federal ID 25-1590625 Vendor ID 1000042271 |
| PC70260 SBE | Raynor Marketing Limited 525 Hempstead Turnpike West Hempstead, NY 11552 | 516-267-7214 | Federal ID 11-2510441 Vendor ID 1100043335 |
| PC70261 | R.T. London Company 1642 Broadway Ave NW Grand Rapids, MI 49504 | 616-551-4624 | Federal ID 38-3870949 Vendor ID 1100040958 |
| PC70263 | Sandler Seating, Inc. 1201 Peachtree NE, Ste 1625 Atlanta, GA 30361 | 404-982-9000 | Federal ID 58-2407352 Vendor ID 1100210016 |
| PC70262 | Sauder Manufacturing Co. D/B/A Wieland Healthcare, Sauder Education, Butler Human Services 930 West Barre Rd Archbold, OH 43502 | 888-943-5263 Ext 1228 | Federal ID 34-4407705 Vendor ID 1000009140 |
| PC70265 | School Outfitters, LLC 3736 Regent Ave Cincinnati, OH 45212 | 800-260-2776 | Federal ID 61-1341943 Vendor ID 1000018398 |

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| PC70267 WBE SBE | Seating, Inc. 60 N. State Street Nunda, NY 14517 | 814-342-7000 | Federal ID 16-1344044 Vendor ID 1000008061 |
| PC70271 | SICO America, Inc. 7525 Cahill Road Minneapolis, MN 55439 | 952-941-1700 | Federal ID 41-1763365 Vendor ID 1100004186 |
| PC70275 | Spacefile International Corp 18 Huddersfield Road Toronto, ON M9W 5Z6 | 416-523-1780 | Federal ID 98-1309404 Vendor ID 1100297658 |
| PC70276 | Spacesaver Storage Systems, Inc. 1450 Janesville Avenue Fort Atkinson, WI 53538 | 920-563-0592 | Federal ID 39-1383557 Vendor ID 1100004184 |
| PC70277 | Spec Furniture, Inc. 165 City View Drive Toronto, ON M9W 5B1 | 416-246-5543 | Federal ID 98-0171352 Vendor ID 1000049183 |
| PC70278 | Special-T, LLC 11820 Wills Road, Suite 140 Alpharetta, GA 30009 | 678-879-0777 Ext 2237 | Federal ID 81-2612288 Vendor ID 1100208175 |
| PC70279 | Spectrum Industries, Inc. 1500 W River Street, PO Box 400 Chippewa Falls, WI 54729 | 407-242-6256 | Federal ID 39-1094074 Vendor ID 1000009267 |
| PC70281 | Steelcase, Inc. 901 44 th Street SE Grand Rapids, MI 49508 | 917-709-0732 | Federal ID 38-0819050 Vendor ID 1000009238 |
| PC70283 | Swiftspace, Inc. 825 Trillium Dr Kitchener, ON N2R 1J9 | 519-573-5673 | Federal ID 98-1118042 Vendor ID 1100174093 |
| PC70284 | Tayco Office Furnishings, Inc. 400 Norris Glen Rd Toronto, ON M9C 1H5 | 416-253-2526 | Federal ID 98-1700651 Vendor ID 1100295624 |
| PC70286 | The HON Company, LLC 600 East 2 nd Street Muscatine, IA 52761 | 563-299-2949 | Federal ID 42-1491474 Vendor ID 1100302820 |
| PC70287 | Three-H Furniture Systems Limited 156462 Clover Valley Rd New Liskeard, ON P0J 1P0 | 705-941-0936 | Federal ID 98-0427445 Vendor ID 1100209127 |
| PC70288 | TMC Furniture, Inc. 119 E. Ann Street Ann Arbor, MI 48104 | 734-622-0080 | Federal ID 38-3430617 Vendor ID 1100067261 |
| PC70291 MBE | Trinity Furniture, Inc. 6089 Kennedy Road Trinity, NC 27370 | 336-472-6660 | Federal ID 56-1414163 Vendor ID 1100045809 |

(continued)

| | | | |
|----------------|---|--------------------------|---|
| PC70292 SBE | Tristate Apartment Furnishers, LLC 431 Timpson Place Bronx, NY 10455 | 718-665-3700 | Federal ID 13-4018400 Vendor ID 1100109431 |
| PC70293 | Via, Inc. 205 Vista Blvd Sparks, NV 89434 | 812-686-8427 | Federal ID 88-0226421 Vendor ID 1000009755 |
| PC70294 | VS America, Inc. 1940 Abbott Street Charlotte, NC 28203 | 803-371-2860 | Federal ID 51-0469322 Vendor ID 1100042617 |
| PC70295 | WB Manufacturing, LLC 507 E Grant St Thorp, WI 54771 | 800-242-2303 | Federal ID 81-4729294 Vendor ID 1100213951 |
| PC70297 | Wenger Corporation 555 Park Drive Owatonna, MN 55060-0448 | 800-493-6437 Ext 8550 | Federal ID 41-0759858 Vendor ID 1100003595 |
| PC70298 | Workrite Ergonomics Canada, Inc. 950 Warden Avenue Toronto, ON M1L 4E3 | 571-565-5077 | Federal ID 98-1318097 Vendor ID 1100176285 |

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

AGENCIES SHOULD NOTIFY NEW YORK STATE 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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

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

(continued)

compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

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

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

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

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State. Price Lists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

(continued)

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.: PC _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & returned to:

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

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Participating Addenda

Complete Contract

[Affordable Interior Systems, Inc.](#)

[Agati, Inc.](#)

[Allseating Corporation](#)

[Arcadia Chair Company](#)

[Artopex, Inc.](#)

[Blockhouse Company, Inc.](#)

[DARRAN Furniture Industries, Inc.](#)

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Furniture, All Types

Contractors

| Name | CBE Code | Florida Climate Friendly Preferred Products | Recycled Products | Utilizes Authorized Resellers | Coverage Area |
|---|------------------|---|-------------------|-------------------------------|---------------|
| Affordable Interior Systems, Inc. | A - Non-Minority | No | No | Yes | Statewide |
| Agati, Inc. | A - Non-Minority | No | No | Yes | Statewide |
| | | | | | |

| Name | CBE Code | Florida Climate Friendly Preferred Products | Recycled Products | Utilizes Authorized Resellers | Coverage Area |
|---|------------------|---|-------------------|-------------------------------|---------------|
| <u>Allseating Corporation</u> | A - Non-Minority | No | No | No | Statewide |
| <u>Arcadia Chair Company</u> | A - Non-Minority | No | No | Yes | Statewide |
| <u>Artopex, Inc.</u> | A - Non-Minority | No | No | Yes | Statewide |
| <u>Blockhouse Company, Inc.</u> | A - Non-Minority | No | No | No | Statewide |
| <u>DARRAN Furniture Industries, Inc.</u> | A - Non-Minority | No | No | Yes | Statewide |
| <u>Indiana Furniture Industries, Inc.</u> | A - Non-Minority | No | No | No | Statewide |
| <u>Steelcase, Inc.</u> | A - Non- | No | No | Yes | Statewide |

| Name | CBE Code | Florida Climate Friendly Preferred Products | Recycled Products | Utilizes Authorized Resellers | Coverage Area |
|---|------------------|---|-------------------|-------------------------------|---------------|
| | Minority | | | | |
| The HON Company, LLC. | A - Non-Minority | No | No | No | Statewide |
| Trinity Furniture, Inc. | A - Non-Minority | No | No | No | Statewide |

Furniture, All Types

Contractors

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How to Use This Contract

Furniture, All Types (56120000-24-NY-ACS)

Contractor information, pricing, and contract documents are located on the contract webpage at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/furniture_all_types

State Agencies

- The State of Florida's online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
 - Please contact the contractor(s) directly to request a quote; contractor contact information is accessible from the contract webpage. If available, MFMP catalogs can be used in lieu of requesting a quote from the contractor(s).
 - State agencies may create a blanket requisition/purchase order to use this contract, then contact the contractor directly to request a quote and/or place an order when needed; contractor contact information is accessible from the contract webpage.
 - Create a requisition/purchase order in [MFMP](#); for additional information, open the [MFMP Buyer Guide](#) and go to the *REQUISITIONS* section.
 - **CATALOG TYPE:**
 - **The HON Company, LLC:** [Line item](#) - Browse the catalog by category or supplier, or search the catalog by supplier name, contract number, or keyword; adjust the 'Qty' field as needed, then click the 'Add to Cart' button to add the item(s) to the requisition.
 - **None** - Create a requisition using non-catalog items. In the 'Supplier' field, locate the contractor using the FEIN provided on the contract webpage; in the 'State Contract ID' field, locate the contract using the contract number shown above.
 - **COMMODITY CODE:** Select the most appropriate eight-digit commodity code under 56100000, 56110000, or 56120000; the current list of commodity codes activated in MFMP is located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes.
 - **METHOD OF PROCUREMENT:** C - Alternate contract source

- Please use the appropriate contractor's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate contractor's FEIN when recording purchasing card (PCard) payments in FLAIR.
- This contract includes items on the **Florida Climate-Friendly Preferred Products List** located at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/florida_climate_friendly_preferred_products_list.

Eligible Users

- Eligible users, as defined by [Rule 60A-1.001, Florida Administrative Code](#), may contact the contractor(s) directly to place an order using this contract; contractor contact information is accessible from the contract webpage.

Frequently Asked Questions

- Does this contract include inside delivery?
 - Yes, this contract includes inside delivery, which may be at an additional cost to the customer. Inside delivery rates established by the master agreement are located at <https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf> by clicking on the specified Contractor's Contractor Information link. Florida customers may further negotiate inside delivery rates prior to purchase.
- Does this contract include installation?
 - Yes, this contract offers installation, which may be at an additional cost to the customer. Installation rates established by the master agreement are located at <https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf> by clicking on the specified Contractor's Contractor Information link. Florida customers may further negotiate installation rates prior to purchase.
- Can I purchase from a vendor outside of this contract if they offer better pricing?
 - State agencies are encouraged to use alternate contract sources for the added savings and convenience that may be realized; however, agencies are not required to purchase commodities and contractual services from alternate contract sources. If an alternate contract source is not utilized, agencies must follow proper procurement methods.
- What should I do if I have an issue with the contractor?
 - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpages to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.

Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.



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furniture

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| <p><u>CONTRACT</u> <u>MANAGER</u> <u>UPDATE:</u> <u>Multiple</u> <u>Contracts</u></p> <p>The Division of State Purchasing informs customers that, effective March 11, 2024, c...</p> | 03/11/2024 | 03/11/2024 |

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The Division of State
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7, 2024, Indiana Furn...

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The Division of State
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03/08/2024

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VENDOR **UPDATE:** **Furniture, All** **Types** **(56120000-24-** **NY-ACS) –** **Allseating** **Corporation**

The Division of State
Purchasing informs
customers that, March
7, 2024, Allseating C...

03/08/2024

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The Division of State
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2024...

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The Division of State
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**VENDOR
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The Division of State
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[Read More about
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**VENDOR
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NY-ACS) –

Trinity

Furniture, Inc.

The Division of State
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effective January 29,
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[Furniture, Inc.](#)

NEW

CONTRACT:

Furniture, All

Types

(56120000-24-

NY-ACS)

The Division of State
Purchasing announces
a new alternate
contract source for
Furni...

01/19/2024

01/19/2024

[Read More about NEW](#)
[CONTRACT: Furniture,](#)
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CONTRACT

EXPIRATION

| | | |
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| <p><u>EXPIRATION:</u> <u>Furniture</u> <u>(56120000-19-ACS)</u></p> <p>1 - 12 of 12 results.</p> <p>The Division of State Purchasing informs customers that the alternate contract sourc...</p> <p>Read More about CONTRACT EXPIRATION: Furniture (56120000-19-ACS).</p> <p><u>CONTRACT EXPIRATION:</u> <u>Furniture</u> <u>(56120000-19-ACS)</u></p> <p>The Division of State Purchasing informs customers that the alternate contract sourc...</p> <p>Read More about CONTRACT EXPIRATION: Furniture (56120000-19-ACS).</p> | <p>11/17/2023</p> <p>09/20/2023</p> | <p>11/17/2023</p> <p>09/20/2023</p> |
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Office of General Services

Procurement Services

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

Contract Award Specifics








Updated: December 05, 2023

GROUP 20915 – Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide)

Award Number: [23295](#)

Contract Period

December 05, 2023 – December 01, 2028

| | |
|--|---|
| Base Contract |  2091523295BaseContract.pdf |
| Appendix A – Standard Clauses for New York State Contracts |  2091523295AppendixA.pdf |
| Appendix B – General Specifications |  2091523295AppendixB.pdf |
| Appendix C – Contract Modification Procedure |  2091523295AppendixC.pdf |
| Appendix D – Federal Funding |  2091523295AppendixD.pdf |
| Attachment 4 – Insurance Requirements |  2091523295Att4.pdf |
| Attachment 11 – Price List Update Template |  2091523295Att11.xlsx |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX B

GENERAL SPECIFICATIONS

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GENERAL

1. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. BID A response to the Solicitation submitted by a Bidder to provide Products.

c. BIDDER Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

- 1. Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
- 2. Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another

jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. Back-Drop Contracts Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. Contract Award Letter A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g. CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

l. ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. GROUP A classification of a Product that is designated by OGS.

n. INVITATION FOR BIDS (IFB) A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

o. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).

p. LICENSEE An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

q. LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. OGS The New York State Office of General Services.

u. PATCH Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

v. PRODUCTS Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

w. PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

x. REQUEST FOR PROPOSALS (RFP) A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.

y. REQUEST FOR QUOTATION (RFQ) A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

z. RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

bb. SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

cc. SITE The location (street address) where Product will be delivered or executed.

dd. SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

ee. SOLICITATION Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

ff. SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

gg. STATE State of New York.

hh. STATE AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ii. SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

jj. TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

kk. THIRD-PARTY SOFTWARE Any software that is developed independently of Contractor and which may be governed by a separate license.

ll. VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

BID SUBMISSION

3. INTERNATIONAL BIDDING All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria will be rejected.

4. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. LATE BIDS Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. CONFIDENTIAL/TRADE SECRET MATERIALS

a. BIDDER/CONTRACTOR Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. COMMISSIONER OR AUTHORIZED USER Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information

of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

7. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. PREVAILING WAGE RATE APPLICABLE TO BIDS A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Day's Labor No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

8. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

10. PRODUCT REFERENCES

a. "Or Equal" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced.

References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS

Bids offering Products that are manufactured or produced in public institutions will be rejected.

13. PRICING

a. Unit Pricing If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

“Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

f. Specific price decreases:

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

g. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

14. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder’s ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

15. PURCHASING CARD The State’s Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder’s conditional or revocable terms in the Bid.

17. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

18. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

20. DEBRIEFINGS Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

21. CONTRACT PUBLICITY Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS & CONDITIONS

22. CONTRACT CREATION/EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

24. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate

any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

26. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

29. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

30. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

31. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of

the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

33. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

35. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

36. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

37. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

41. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

43. TERMINATION

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual

requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

44. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. CONTRACT INVOICING

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt

of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

46. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. PROMPT PAYMENTS

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

49. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC

Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

50. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

51. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

52. SECURITY Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

53. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User's Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an

acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

60. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinue maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Third Parties Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for

archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

2. Software - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(ii) Custom Products: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third-Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not

occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

e. Contractor's Obligation with Regard to Third-Party Software Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

65. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

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APPENDIX C

CONTRACT MODIFICATION PROCEDURE

The following guidelines are subject to change at the discretion of OGS. A Contract Amendment requires a formally executed document by mutual agreement of the Parties, to be provided by OGS Contract Administrator, after submission and approval of the Contract Modification Form.

- (1) **TYPES OF CONTRACT MODIFICATIONS:** In order to expedite processing of a contract modification, where proposed changes involve more than one category below, each change should be submitted to OGS as a separate request.
 - a) **UPDATES:** “Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. Updates may include: Centralized Contract changes and updates made in accordance with the previously approved pricing formula (e.g. discount from list price); adding new products or services within the established, previously approved pricing structure; lowering pricing of products or services already on Contract, deleting products or services available through the Centralized Contract, adding product or service that do not fall under the previously established price structure or discounts under the Contract, re-bundled products, and other updates not listed above that are deemed to be in the best interest of the State and do not result in a change to the established Centralized Contract terms and conditions. Updates must be submitted to OGS for review, and must be accompanied by a justification of reasonableness of price if the change results in a change in pricing methodology. OGS will notify Contractor in writing if approved.
 - b) **AMENDMENTS:** “Amendments” are changes that are not specifically covered by the terms and conditions of the Centralized Contract but inclusion is found to be in the best interest of the State. Requests for product changes and other requests that would require changes to the terms and conditions of the Centralized Contract would fall into the Amendments category. Contractor must provide a written justification of reasonableness of the price levels offered in the applicable Program Agreement and a statement explaining why it is in the best interest of the State to approve the requested amendment. Amendments typically require negotiation between OGS and the Contractor. OGS will work directly with the Contractor to obtain the required documentation for each requested amendment and notify Contractor in writing if approved.
- (2) **CONTRACTOR’S SUBMISSION OF CONTRACT MODIFICATIONS:** In connection with any Contract modification, OGS reserves the right to:
 - request additional information
 - reject Contract modifications
 - remove Products from Contract modification requests
 - request additional discounts for new or existing Products
- (3) **PRICE LEVEL JUSTIFICATION – FORMAT:** Contractor is required to submit the Product and price level information for the update in an Excel spreadsheet format electronically via e-mail (and in hard copy if requested by OGS) to the OGS Contract Administrator. The list must be dated. The Product and price level information should include and identify (e.g., by use of separate worksheets or by using italics, bold and/or color fonts):
 - Price level increases
 - Price level decreases
 - Products being added
- (4) **SUPPORTING DOCUMENTATION:** Each modification request must include the current contract pricing discount relevant to the Products included in the update.
- (5) **SUBMITTAL OF MODIFICATION REQUESTS:** A Contract modification request must be accompanied by a completed Contract Modification Form. Contractor should briefly describe the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA schedule, to restructure the price level to its customers generally, and/or for new Products which fall into a new group or category that did not exist at the time of approval of the Contract by OGS). The Contract Modification Form must contain original signatures by an individual authorized to sign on behalf of Contractor and must be notarized.

INSTRUCTIONS:

1. This form is to be used for all Contract modifications. The form is to be completed in full, signed and submitted to OGS for final approval. Any submission that is not complete and signed will be rejected.
2. Contractor is required to submit the Product and price level information for the update electronically via e-mail in an Excel spreadsheet (and in hardcopy if requested by OGS) to the OGS Contract Administrator for this Contract.
3. Price level increase requests must be submitted in accordance with the Centralized Contract.
4. If more than one type of modification is being requested, each type should be submitted as a separate request.

The Contract modification request must be accompanied by the relevant current contract pricing discount information.

| CONTRACT MODIFICATION FORM | |
|--|--|
| OGS CONTRACT NO.: _____ CONTRACT DESCRIPTION: _____ | DATE OF SUBMISSION: _____ |
| CONTRACT PERIOD: From: _____ To: _____ | CONTRACTOR CONTACT: NAME: _____ PHONE NO: _____ E-MAIL: _____ |
| NOTE: Submission of this FORM does not constitute acceptance by the State of New York until approved by the appropriate New York State representative(s). | |

COMPLETE STATEMENTS 1 THROUGH 5 BELOW:

| | |
|---|--|
| 1. This request is for an: ____ Update ____ Amendment See Contract Modification Procedure for an explanation of these terms. | 2. The intent of this submittal is to request: ____ Addition of new products or services ____ Deletion of products or services ____ Change in pricing level ____ Other Update ____ Other Amendment |
| 3. All discounts are: ____ GSA ____ Most Favored Nation* ____ Other (provide explanation) _____ *Prices offered are the lowest offered to any similarly situated entity. | 4. Attached documentation includes: ____ Current approved GSA (labeled "For information only") ____ Current relevant Price List (labeled "For information only") ____ Revised NYS Net Price List(s) in same format required for this Contract ____ Current copy of the "National Consumer Price Index for All Urban Consumers (CPI-U) Northeast region" (for price increases only) |
| THIS BOX MUST BE COMPLETE | |
| 5. Describe the nature and purpose of the modification. If applicable, please explain how pricing has been structured to Authorized Users, and/or identify and describe new Products which fall into a new group or category that did not exist at the time of approval of the Contract by OGS. | |

The following **CORPORATE ACKNOWLEDGEMENT** statement must be signed by an individual authorized to sign on behalf of Contractor for the modification being requested in this Contract Modification document. The authorizing authority’s signature must be notarized.

Signature of Authorized Contractor Representative

CORPORATE ACKNOWLEDGMENT

STATE OF } _____ **ss.:**
COUNTY OF } _____

On the _____ day of _____ in the year 20____, before me personally came:
_____, to me known, who, being by me duly sworn, did depose and say that
he/she/they reside(s) in _____; that he/she/they is (are)
_____ (the President or other officer or director or attorney in fact duly
appointed) of _____, the corporation described in and
which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by
authority of the board of directors of said corporation.

Notary Public

OGS APPROVAL:
Approved _____ Approved as amended _____ Disapproved _____
Name: _____
Title: _____ Date _____

APPENDIX D

Authorized users that may want to seek federal funds from the federal funding agencies for the purchase of goods or services during a declared disaster are advised that federal funding agencies require particular terms and conditions be included in the contract for those goods and services. For the convenience of authorized users, those terms and conditions are set out below and can also be found at the FEMA website.

Authorized users of statewide contracts should consider adding this language to future purchase orders and secondary level competitions (often referred to as RFQs or mini- bids), unless the language is already attached to the statewide contract. State agencies making purchases to respond to disasters through a vehicle other than a centralized contract are required by Section H.6. of [Budget Bulletin H-501R](#) to include these and other terms into their contracts using the Appendix set forth in the Budget Bulletin.

Federal Funding Agency Mandatory Terms and Conditions

The following provisions are required by federal funding agencies in order for expenditures by Authorized Users to be eligible for federal reimbursement in the event of a State declaration of disaster emergency pursuant to Section 28 of the Executive Law.

1. REMEDIES

Remedies for Contractor failure to observe or perform any term or condition shall be as provided in the OGS centralized contract (if applicable), including all appendices.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Termination for cause and convenience will be in accordance with Termination, Appendix B, General Specifications, if a statewide centralized contract, and Section 5, Copeland Anti-Kickback Act, of this document and/or the rules and regulations of your governing authority.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, OGS centralized contract (if applicable) or any purchase by an Authorized User, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the OGS centralized contract or with any of the said rules, regulations, or orders, the OGS centralized contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Authorized User further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Authorized User so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Authorized User agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision

of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Authorized User further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Authorized User agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Authorized User under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Authorized User; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT. (Applicable to all construction contracts in excess of (\$2000)

- A. If applicable, all transactions regarding the OGS centralized contract or any purchase by an Authorized User shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, Contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT. (Applicable to all construction contracts in excess of (\$2000)

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. (Applicable to all contracts in excess of \$100,000 that involve employment of mechanics and laborers)

- A. Overtime requirements. No Contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The Authorized User shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Agreement with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

All such rights shall be addressed in accordance with Ownership/Title to Project Deliverables, Appendix B, General Specifications.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. (Applicable to all contracts in excess of \$150,000)

Clean Air Act

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the contract manager or the Office of General Services and the Authorized User if a statewide centralized contract and understands and agrees that the Office of General Services or the Authorized User will, in turn, report each violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal funding agency.

Federal Water Pollution Control Act

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The Contractor agrees to report each violation to the Office of General Services and Authorized User and understands and agrees that the Office of General Services or the Authorized User will, in turn, report each

violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal funding agency.

9. DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State or Authorized User. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or an Authorized User, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

If the OGS centralized contract or any purchase by an Authorized User has a value of \$100,000 or more, Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- A. Required Certification. If applicable, Contractors must sign and submit to the State the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name of Contractor's Authorized Official _____

Title of Official _____ Date: _____

11. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. ACCESS TO RECORDS

- A. The Contractor agrees to provide the Office of General Services or the Authorized User, the Federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Contractor agrees to provide the Federal funding agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. The State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal funding agency or the Comptroller General of the United States.

13. CHANGES

Amendments to this contract shall be in accordance with the terms of the OGS centralized contract.

14. FEDERAL SEAL(S), LOGOS, AND FLAGS

The Contractor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal funding agency financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA or other federal agency policies, procedures, and directives.

16. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract or any purchase by an Authorized User and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract or any purchase by an Authorized User.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract or any purchase by an Authorized User.

18. FEDERAL DEBT

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

19. CONFLICTS OF INTEREST

The Contractor shall notify the Office of General Services and Authorized User as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Office of General Services and Authorized User is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the Office of General Services and Authorized User to fully assess and address the actual or potential conflict of interest.

20. U.S. EXECUTIVE ORDER 13224

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)

**Product Category
Matrix**

The following commercial and institutional quality furniture categories are available under Award No.23295

| Category Number | Category | Category Description |
|------------------------|---|---|
| 1 | Conference Furniture (tables and seating) | Includes, but is not limited to: a. tables of various styles and materials, suitable for conference rooms and meeting rooms, from basic to executive levels; b. stacking chairs, rolling chairs, and all other seating of various styles and materials, suitable to go with conference and meeting room tables (as noted above); and c. dollies, chair and table carts. |
| 2 | Dormitory Furniture | Includes, but is not limited to: a. bedroom, lounge, and dining hall furniture suitable for school dormitory (generally more durable and versatile than household); and b. in room storage and desks. |
| 3 | General Purpose Tables | Includes, but is not limited to: a. assembly tables and work tables of various sizes, styles and materials, including adjustable or fixed height; b. folding tables, occasional and console tables; and c. other tables of various sizes, designs and materials suitable for general purpose. |
| 4 | High Density Filing | Includes, but is not limited to: a. manual or powered shelving designed to take as little space as possible; and b. retrieval systems. |
| 5 | Household Furniture | Includes, but is not limited to: a. living room, dining room and bedroom furniture, upholstered or non-upholstered, of various sizes, styles and materials, suitable for community residence programs. |
| 6 | Library Furniture | Includes but is not limited to: a. tables, lounge, chairs and seating, carrels, upholstered or non-upholstered of various sizes, styles and materials, suitable for library applications; b. bookcases, display cases, case goods, file credenzas, and storage; and c. carts and circulation desks. |
| 7 | Office and Courtroom Furniture | Includes, but is not limited to: a. tables, lounge, chairs and seating, benches, podiums, stands, upholstered or non-upholstered, of various sizes, styles and materials, suitable for basic to upper-level Executive offices and courtrooms; b. adjustable height and sit/stand desks, single and double pedestal desks, executive desks, bookcases, case goods, file credenzas, and storage of various styles and materials; c. ergonomic office and task chairs, managerial chairs, and side chairs; d. plastic barriers/sneeze guards, suitable for use with reception desks, conference tables and other office furniture; and e. dollies, chair and table carts. |
| 8 | School/Higher Education Furniture | Includes, but is not limited to: a. student desks, tables and seating found in classrooms for elementary schools through college; b. cafeteria tables, laboratory tables, and workshop tables; |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

| | | |
|----|-------------------|--|
| | | c. daycare beds (cots, mats, cribs and crib mats); d. bins, tubs, baskets, standalone multi-use wooden storage unit/cubby units, and cube units/organizers; e. activity, sand, puzzle, and water tables; and f. dollies, chair and table carts. |
| 9 | Specialty Seating | Includes, but is not limited to: a. big and tall seating, bariatric, gang seating (such as that found in public transportation terminals), and laboratory stools. |
| 10 | Systems Furniture | Includes, but is not limited to: a. products and parts to build cubicles and modular office space. |

EXCLUSIONS:

The below items are excluded from the scope of this Solicitation. This list is not exhaustive; other items and/or services may be excluded at the discretion of OGS, either prior to or after contract award:

1. Bedding items such as mattresses, sheets, pillows, and other such accoutrements.
2. Carpets and rugs.
3. Wall hangings, mirrors, easels, chalk boards, white/dry erase boards, smart boards, and cork boards.
4. Lighting fixtures and/or solutions.
5. Metal lockers/lockers requiring fixed installation and/or public works.
6. Auditorium equipment, such as platform risers, speakers, etc.
7. Toddler gyms, climbing play sets, agility/balance equipment, physical education equipment, doll houses, playhouses, play kitchens, toys etc.
8. Dollies, chair and table carts.
9. Additional charges and fees not specifically listed within the Contact and Supplemental Information sheet (for example, surcharges, fuel charges, storage fees, liftgate service fees, credit card fees, etc.).
10. Installation drawings and/or design services.
11. Public Work and/or Prevailing Wage Rate Work (installation).
12. Outdoor furniture including but not limited to tables, chairs, trash bins, and bike racks.
13. Hospital Room and Patient Handling furniture.
14. Customized furniture and/or solutions without a defined identifying number (model number, SKU, etc.), and List Price.

GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)

| Bidder | Cat 1 | Cat 2 | Cat 3 | Cat 4 | Cat 5 | Cat 6 | Cat 7 | Cat 8 | Cat 9 | Cat 10 |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| A2S, Inc. | X | | | | | X | X | X | X | |
| A.F.C. Industries Inc. | X | | X | | | | X | | | |
| Affordable Interior Systems Inc. | X | | X | | X | X | X | X | X | X |
| Agati Inc. | | | X | | | X | X | X | X | |
| Allseating Corporation | X | | | | | X | X | X | X | |
| AmTab Manufacturing Corporation | | | | | | | | X | | |
| Arcadia Chair Company | X | | X | | | X | X | | X | |
| Artcobell Corporation | X | | X | | | X | X | X | | |
| Artopex Inc. | X | X | X | | | X | X | X | X | X |
| ASSA Group D/B/A Enwork | X | | X | | | X | X | X | | X |
| Aurora Storage Products, Inc. | | | | X | | X | X | | | |
| Blockhouse Company Inc. | X | X | X | | X | X | | | X | |
| Bush Industries, Inc. D/B/A eSolutions Furniture | X | | | | | | X | X | | |
| Case Systems, Inc. | | | X | | | X | X | X | | X |
| Columbia Manufacturing Inc. | X | | X | | | X | | X | | |
| Corilam Fabricating Company, Inc. | | X | X | | X | X | | X | | |
| Custom Educational Furnishings, LLC D/B/A CEF | X | | X | | | X | X | X | X | |
| Daco Limited Partnership D/B/A Dauphin | X | | X | | X | X | X | X | X | X |
| DARRAN Furniture Industries Inc. | X | X | X | | X | | X | | | X |
| Datum Filing Systems Inc. D/B/A Datum Storage Solutions | | | X | X | | X | X | | | |
| Ditto Sales Inc. D/B/A Versteel | X | X | X | | X | X | X | X | X | |
| Diversified Woodcrafts, Inc. | X | X | X | X | | X | X | X | | X |
| DSI Industries, Inc. D/B/A OFGO Studio | X | X | X | | | X | X | X | | X |
| Eminence Group Inc. D/B/A Colecraft Commercial Furnishings | X | X | X | | X | X | X | X | | X |
| Environamics Inc. | | | | | | | | | | X |
| Fairway Holdings, Inc. D/B/A Berco Designs | X | | X | | | X | X | X | | X |
| Fleetwood Group, Inc. D/B/A Fleetwood Furniture | | | | | | X | X | | | |
| Furniture Pro Corp. | X | X | X | X | X | X | X | X | X | X |
| Global Industries, Inc. D/B/A Global Furniture Group | X | X | X | | X | X | X | X | X | X |
| Hertz Furniture Systems, LLC | X | | X | | | X | X | X | X | |
| Hi5 Furniture, Inc. | X | X | X | | | X | X | X | | |
| Highpoint Furniture Industries, Inc. | X | X | X | | X | X | X | X | X | |
| Indiana Furniture Industries, Inc. | | | | | | | | | | |
| IOF Business Furniture MFG Inc. | X | X | X | | X | X | X | X | X | |
| Kreuger International, Inc. D/B/A KI | X | X | X | | | X | X | X | X | X |
| New England Woodcraft, Inc. | | X | | | | | | | | |
| Raynor Marketing Limited | X | | | | | | X | X | X | |
| Sandler Seating, Inc. | X | X | X | | | X | X | X | | |
| Seating, Inc. | X | X | X | | X | X | X | X | X | |

GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)

| | | | | | | | | | | |
|-----------------------------------|---|---|---|---|---|---|---|---|---|---|
| SICO America, Inc. | X | | X | | | | | X | | |
| Spacefile International Corp | | | | X | | | | | | |
| Spec Furniture, Inc. | X | X | X | | | X | X | X | X | |
| Special-T LLC | X | X | X | | X | X | X | X | | |
| Swiftspace Inc. | X | | X | | | X | X | X | | X |
| Three-H Furniture Systems Limited | X | | | | | X | X | X | | X |
| TMC Furniture, Inc. | X | X | X | | X | X | X | X | | |
| Trinity Furniture Inc. | X | X | X | | X | X | X | | X | |
| Tristate Apartment Furnishers LLC | X | X | X | | X | X | X | X | | |
| Via Inc. | X | | | | | X | X | X | X | |
| VS America Inc. | X | | X | | | X | X | X | X | |
| Wenger Corporation | | | | | | | | X | | |
| Workrite Ergonomics Canada Inc. | X | | X | | | | X | X | | |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

**Top 5 In-Scope Authorized User Requested Items Found
in Price List(s) and Their Associated Categories**

| Bidder | Top 5 Most Frequently Requested Items |
|----------------------------------|--|
| A2S, Inc. | Category 8 - C-frame chair - Pagholz product line - item 7811 |
| | Category 8 - Z-frame chair - Flex product line - item 7853 |
| | Category 8 - Student desk - item 8560 |
| | Category 8 - Student desk - item 1007.001 |
| | Category 8 - Footrest chairs - Pagholz product line - items 7416.041/.042 |
| A.F.C. Industries Inc. | Category 3- Single Tier Desks |
| | Category 3 - Dual Tier Desks |
| | Category 3 - Fixed-height Single Tier Desks |
| | Category 7 - Laptop Carts |
| | Category 7 - Tablet Carts |
| Allseating Corporation | Category 7 - You chair, item 84012 |
| | Category 7 - Fluid Chair, item 81040 |
| | Category 1 - Tuck Chair, item 11050 |
| | Category 6 - L1 Chair, item L1024 |
| | Category 1 - Levo Chair, item 47040 |
| Affordable Interior Systems Inc. | Category 10 - Worksurface for workstation/panel system, 24"D x 48" W Worksurface - Worksurfaces product line, Model # W-WS2448 |
| | Category 7 - Height adjustable table/standing desk, 30"D x 72"W x 29"H 2MM Edge Rectangular Table with Height Adjustable Base - Tables product line, Model # T-RCR307229HLG2 |
| | Category 1 - Task Chair, Natick Black Configurable Task Chair - Seating product line, Model # 4900C |
| | Category 3 - Training table, 24"D x 72"W x 29"H 2MM Edge Rectangular Table with Flip-Top Base (Non-Powered) - Tables product line, Model # T-RCR247229FLC |
| | Category 6 - Loveseat/Sofa, 34"H x 48"W x 30"D Configurable LB Lounge Open Base 2-Seater (4 Cushion) - Seating product line, Model # F-SSC344830C |
| | |
| Agati Inc. | Category 6--Agati Roland Carrels, Agati POD Workstation, Agati POD Duo Workstation |
| | Category 7--Agati Roland Judicial Bench, Agati Roland Witness Stand |
| | Category 8--Agati Hampton Banquette, Agati Hampton Curved Banquette |
| | Category 3--Agati Power Bar Table, Agati Etta Table, Agati Adapt Table |
| | Category 9--Agati Sensi Chair, Agati Gee Lounge Chair |
| AmTab Manufacturing Corporation | ACB8 (All-i-One Mobile Convertible Bench) - Category 8 |
| | MBT12 (Mobile Bench Table - Rectangle) - Category 8 |
| | MSBWT1262 (Mobile Stool & Bench Table - Wave) - Category 8 |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

| | |
|--|---|
| | MFBSP245 (Mobile Folding Booth Seating with Table - Package) - Category 8 |
| | MCT306-30 (Mobile Conversation Tables) - Category 8 |
| Arcadia Chair Company | Category 1 - Meeting Tables |
| | Category 1 - Stacking & Rolling Chairs |
| | Category 3 - Occasional Tables |
| | Categories 6 & 7 - Lounge Seating |
| | Category 9 - Ganging Seating + Bariatric Option |
| Artcobell Corporation | Discover Chairs - Category 1, 6, 7, 8 |
| | Alphabet Chairs - Category 1, 6, 7, 8 |
| | DST Shape Desks - Category 8 |
| | DTT Shape Tables Category 1, 3, 6, 7, 8 |
| | 7SD Student Desks - Category 8 |
| Artopex Inc. | TL-RER2442-M (Reversible Return 24x42; Category 7 - Office and Courtroom Furniture) |
| | TS-TIX30696LL-M (Rectangular Table 30x66 mixed leg; Category 7 - Office and Courtroom Furniture) |
| | TL-FPUUF-M (Freestanding UUF Pedestal 15.5x18x27.5; Category 7 - Office and Courtroom Furniture) |
| | FT-TBL4230-M (Laminate Floor Tiles 42x30; Category 10 - Systems Furniture) |
| | FT-F42630 (Base Frames 42x30; Category 10 - Systems Furniture) |
| ASSA Group D/B/A Enwork | 1 - (Category 8 - School/ Higher Education Furniture) |
| | 2 - (Category 1 - Conference Furniture) |
| | 3 - (Category 3 - General Purpose Tables) |
| | 4 - (Category 7 - Office and Courtroom Furniture) |
| | 5 - (Category 6 - Library Furniture) |
| Aurora Storage Products, Inc. | Category 4 - Aurora Mobile High Density Filing |
| | Category 6 - Cantilivered Library Shelving |
| | Category 6 - Aurora Four Post Library Shelving |
| | Category 4 - Aurora Four Post File and Storage Shelving |
| | Category 4 - Times Two High Density File and Storage Rotary Cabinets |
| Blockhouse Company Inc. | Cat 2- 48" Desk w/ File Drawer |
| | Cat 2- Five Drawer Chest |
| | Cat 2- Adjustable Bed-Low Loft |
| | Cat 5- Upholstered Side Chair-Sled Base |
| | Cat 2- Adjustable Height Bed |
| Bush Industries, Inc. D/B/A eSolutions Furniture | 7- Office Furniture-Hansen Cherry/Graphite Gray Series C 3 Drawer Mobile Pedestal - Assembled-WC24453SU |
| | 7- Office Furniture-Mocha Cherry Series C 3 Drawer Mobile Pedestal - Assembled-WC12953SU |
| | 7- Office Furniture-Hansen Cherry/Graphite Gray Series C 48W x 24D Bridge/Return-WC24424 |
| | 7- Office Furniture-Hansen Cherry/Graphite Gray Series C 48W x 24D Bridge/Return-WC24424 |
| | 7- Office Furniture-Hansen Cherry/Graphite Gray Series C 3 Drawer Mobile Pedestal-WC24453 |
| | Category 3, 6, 7, 8, 10 - SSTOP25 - WORK SURFACE, SOLID |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

| | |
|---|---|
| Case Systems, Inc. | SURFACE TOP |
| | Category 3, 6, 7, 8, 10 - ETOPB - WORK SURFACE, EPOXY RESIN TOP |
| | Category 3, 6, 7, 8, 10 - PL-B0000 - BASE OPEN STORAGE, PLASTIC LAMINATE, 1 ADJ. SHELF |
| | Category 3, 6, 7, 8, 10 - PLTOPS25 - WORK SURFACE, PLASTIC LAMINATE TOP |
| | Category 3, 6, 7, 8, 10 - PL-W0100 - WALL STORAGE W/DOORS, PLASTIC LAMINATE, 2 ADJ. SHELVES |
| Columbia Manufacturing Inc. | Category 1 - Stacking Chair -CH-HP-SK-G-17 |
| | Category 8 - Stacking Chair -CH-HP-SK-G-15 |
| | Category 8 - Standing Desk - DK-OFD-RECT-1824-AQ |
| | Category 8 - Standing Desk - DK-4LG-RECT-1824-AL |
| | Category 8 - Stacking Chair -CH-SI-SK-G-18 |
| Corilam Fabricating Company, Inc. | 139 Series Tables - Fixed Height Fully Welded Table Bases with Hi-Pressure Tops |
| | 140 Series Tables - Adjustable Height Fully Welded Table Bases with Hi-Pressure Tops |
| | 720 Series - Mobile Storage |
| | 405 Series - Siena Bedside Cabinets |
| | 405 Series - Siena Wardrobes |
| Custom Educational Furnishings, LLC D/B/A CEF | IDEA Island Table w/ office chairs (Also part of corporate Belong line)-Category 1 |
| | ED Table w/ Magnetic Mounted Stool (Also part of corporate Belong line)-Category 8 |
| | HATT Table-Category 3 |
| | BB Tech Table-Category 7 |
| | Hideaway Storage Line-Category 6 |
| Daco Limited Partnership D/B/A Dauphin | Eddy, Category 7 - Chairs |
| | Axiom, Category 3 - General Purpose Tables |
| | Cempa, Category 7 - Chairs |
| | Tec Line, Category 9 - Lab Stools |
| | Junxion, Category 7 - Lounge |
| DARRAN Furniture Industries Inc. | Category 1 - Live Edge Conference Table 10'x36"D, Grove Product Line, Item #GRO12030RE400W |
| | Category 6 - Access Panel, Honey Product Line, Item #HNY3450PP892 |
| | Category 7 - Height Adjust Single Pedestal Desk 72"Wx36"D, Central Park Product Line, Item #CPC7236DS743W |
| | Category 7 - Booth, Bota Product Line, Item #BOB0160BNT04 |
| | Category 10 - Starter Panel, Honey Product Line, Item #HNY3555SP889 |
| Datum Filing Systems Inc. D/B/A Datum Storage Solutions | Category 4 - Mobile High Density Systems |
| | Category 7 - 4Post Open shelving – 36"W with 7 openings |
| | Category 7 - ThinStak 36"W with 7 openings |
| | Category 7 - StakNLok 36"W with 6 openings |
| | Category 6 - Tekstak 10H with charging |
| Ditto Sales Inc. D/B/A Versteel | Category 8- Ty, Eliga, Performance |
| | Category 3- Performance, Deci, Maker |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

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| | Category 1- Eliga, Aerie, Elements |
| | Category 7- Eliga, Deci, Paces |
| | Category 6- Study Carrels, Performance, Wavelink |
| Diversified Woodcrafts, Inc. | P7606K30N - Table, Plain, Epoxy Top 24x60 |
| | WB12-0V - 4 Station workbench w/o vises |
| | P7602K30N - Table, Plain, Chem top, 24x60 |
| | GSC-8 - General Storage Cabinet |
| | 353-4822K - Cabinet, Tall, Solid Double Doors |
| DSI Industries Inc. d/b/a OFGO Studio | Category 7 - executive desks |
| | Category 6 - lounge, chairs and seating |
| | Category 7 - adjustable height and sit/stand desks |
| | Category 8 - cafeteria tables |
| | Category 10 - modular office space |
| Eminence Group Inc. D/B/A Colecraft Commercial Furnishings | Category 1 - Racetrack Conference Table, item #TPRXLM42120 |
| | Category 6 - Circulation Desk, item #RECAUR969142 |
| | Category 6 - Bookcase, item #LSSFSTLM371284 |
| | Category 7 - Office Desk, item #AMHWSF723629 |
| | Category 7 - Mission Tables, item #MRRRTL4896 |
| Environamics Inc. | 1) e2110, Ceiling Runner, Category 10 |
| | 2) e2120, Floor Runner, Category 10 |
| | 3) e2142, Aluminum Base, Category 10 |
| | 4) e2275, Modular Panel Frame (1/4"), Category 10 |
| | 5) e2514 Door Frame, Partial Height, Category 10 |
| Fairway Holdings inc. d/b/a Berco Designs | Category 8 - 18"x36" classroom table - Pallisade series item PAL1836 |
| | Category 1 - 24"x60" flip top meeting table - Anway series AN1/2460/nst/cst |
| | Category 7 - 36"hx48"L banquet seat - Cali series Cali3648SGL |
| | Category 10 - 45"Lx45"Wx89"H privacy pod - Oasis Linear phone booth |
| | Category 3 - General Purpose Tables - 30"x72" folding leg table - Voyager series VS1/3072/FLD |
| FE Hale Manufacturing Company | Category 6- Saratoga Starter Adder Units |
| | Category 6- Mohawk Starter Adder Units |
| | Category 6- Mohawk Rectangular Wood Tables |
| | Category 7- Courtroom Bench |
| | Category 7- 200 Series Wood Bookcase |
| Fleetwood Group Inc. D/B/A Fleetwood Furniture | Category 8, Student Desk, item TUNP2724F29L |
| | Category 8 Evoke Student Chair, item ESTCM16 |
| | Category 8, Designer 2.0 Shelf Cabinet, item DSS14820294D |
| | Category 1, Flip & Nest Table, item FNPR6282 |
| | Category 6, Bookcase, item 1361468LN |
| Furniture Pro Corp. | Category 1 - Napa NAPxxx-TYP9 L-shape Desk |
| | Category 7 - Rik-B, Rika Black Mesh Seat & Back Ergonomic Chair |
| | Category 1 - OS #84226-### 72x24 Training Table |
| | Category 10 - Razor OP Cubicle 6X6 67H 6-PACK |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

| | |
|---|---|
| | Category 8 - BS111 Band Stor Musical Instrument Storage Cabinet |
| Global Industries Inc. D/B/A Global Furniture Group | Category 7 - Desking (Zira) |
| | Category 7 - Task Seating (Vion) |
| | Category 10 - Systems (Evolve) |
| | Category 7 - Desking (Adaptabilities) |
| | Category 7 - Seating (Offices To Go) |
| Hertz Furniture Systems LLC | ACD-1100WS -Adjustable Height Open Front School Desk - WoodStone Top |
| | INS-2918WS -18"H Inspiration Student Combo Desk - WoodStone Top |
| | ACD-3060 - Nate Teachers Desk - Double Pedestal |
| | HPC-2528HP - 18"H Combo Student Chair Desk with Support Brace - Hard Plastic Top |
| | HPC-2518HP - 18"H Combo Student Chair Desk - Hard Plastic Top |
| | HRTZ-200-BLACK BASE (Hertz Model #CTD-6030L) - 60"x30" Double Pedestal Teachers Desk - Steel Legs |
| | 3MST-245 (Hertz Model #CTD-4830P) - 48"x30" Single Pedestal Teachers Desk - Panel Ends |
| | HRTZ-20 (Hertz Model #CTD-CD2) - Center Drawer for Teachers Desk |
| | #48B-5/1-3MM (Hertz Model #EDG-3648MM) |
| | 36"Wx12"Dx48"H Educational Edge Single Faced Bookcase - 2 Adjustable Shelves |
| | 3MM4-5832BT (Hertz Model #BLB-5533) - Bilbao Full Office Storage Cabinet |
| Hi5 Furniture, Inc. | Category 1 conference tables |
| | Category 3 folding tables |
| | Category 6 lounge tables |
| | Category 7 height adjustable tables |
| | Category 8 training tables |
| Highpoint Furniture Industries, Inc. | Category 1 - Conference & Meeting Room Tables |
| | Category 2 - Lounge Seating & Dining Hall Tables & Chairs |
| | Category 6 - Tables, Lounge, Seating, Bookcases, Case Goods, File Credenzas |
| | Category 7 - Tables, Lounge, Seating, Benches, Desks, Executive Desks, Bookcases, Case Goods, File Credenzas, Storage |
| | Category 9 - Ganging Seating, Bariatric |
| Indiana Furniture Inc. | 853, Swivel Seating - Category 1- Conference Furniture (Tables & Seating) |
| | 66-0948FS, Floating Shelf - Category 7-Office and Courtroom Furniture |
| | 66-2472TP, Component Top - Category 7-Office and Courtroom Furniture |
| | 173, Guest Chair - Category 7-Office and Courtroom Furniture |
| | 398, Guest Chair - Category 7-Office and Courtroom Furniture |
| IOF Business Furniture MFG Inc. | 100 Series 3-Drawer Bedside Table H1/BT/2020/3DW/29 |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

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|--------------------------------------|--|
| | (Category 2&5) |
| | Wood Look Aluminum Frame Resident Chair HL1999 (Category 2 & 5) |
| | 175 Series 4-User Table H175/MULTI4 (Category 2 & 5) |
| | 100 Series 4-Drawer Dresser H1/DR/3230/4DW/37 (Category 2&5) |
| | 100 Series 2-Door Wardrobe H1/WR/3624/2DO/72 (Category 2&5) |
| Kreuger International, Inc. D/B/A KI | Cat 1 Aristotle, Serenade, Barron, Portico, Datalink |
| | Cat 2 Roomscape |
| | Cat 3 Pirouette, Connection Zone, Cafeway, MyWay, Pillar |
| | Cat 6 Crossroads |
| | Cat 7 600 Series Folding Chair, Doni Seating, Strive Seating, 700 Laterals, 700 Series Bookcases |
| | Cat 8 Intellect Wave, Ruckus., Learn2, Uniframe, Instruct |
| | Cat 9 Lightline, Genius Wall, Fixed Seating, Evoke, Lancaster |
| | Cat 10 Unite, Wireworks, Connection Zone, Activ8, 700 Series Desking |
| New England Woodcraft Inc. | Category 2 - Dormitory Beds |
| | Category 2 - Dormitory Desks/Tables |
| | Category 2 - Dormitory Chests |
| | Category 2 - Dormitory Chairs |
| | Category 2 - Dormitory Lounge |
| Raynor Marketing Limited | Guest seating category 1 |
| | BT350 seating category 9 |
| | 24/7 chair seating category 9 |
| | DFT9800 stool category 7 |
| | Conference seating MT301B Kinetic chair category 1 |
| | multifunction seating MFT945SL Apollo, 49802A, MFST5400 category 7 |
| | Special FABRIC options Culp Dillon, momentum and mayer - CATEGORY 1,7,8,9 |
| Sandler Seating, Inc. | Cat 1, conference table, Essens product line, item # ES20070TP |
| | Cat 3, lap top table, Nume product line, item # NUM0060 |
| | Cat 6, lounge chair, Escalas product line, item # ESC0600 |
| | Cat 7, side chair, Varya product line, item # VAR0018 |
| | Cat 8, study chair, Woodlook product line, item # W1.2 |
| Seating, Inc. | Categories 1,6,7,8 GS211-Q24-T4 Grid Square Mid Back Task Chair Weight Activated w/T-Style 4-Way adj armw/urethane pad |
| | Categories 1,2,5,6,7,8 JN243 Jay Nest It w/o Arms JN244 Jay Nest It w/Arm |
| | Categories 1,6,7,8 SA200-E21 Saddle High Back Swivel Chair |
| | Categories 1,2,5,6,7,8 ES233 edu2 Upholstered Guest Chair w/o Arms/ES234 edu2 Upholstered Guest Chair w/Arm |
| | Categories 6,7,8,9 CG443, Cobra Guest Chair w/o arms and CG444 w/arms |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

| | |
|-------------------------------|---|
| SICO America, Inc. | Category 8 - School/Higher Education Furniture - Mobile Folding Cafeteria Tables and Booth/Chair Seating |
| | Category 3 - General Purpose Tables - mobile folding Tables |
| | Category 1 - Conference Furniture - Mobile folding conference tables |
| Spacefile International Corp. | LT Shelving - heights up to 121-1/4", widths up to 48" and depths up to 36" |
| | S-Line Shelving - heights up to 144", widths up to 96" and depths up to 48" |
| | Supreme Cantiliver Shelving - heights up to 96", widths up to 36" and depths up to 16" |
| | Mechanical Assist Carriages - 5" high and 3" high, widths up to 60" and lengths up to 50'. |
| | Electrical Assist Carriages - 5" high, widths up to 60" and lengths up to 60'. |
| Spec Furniture, Inc. | Category 1 - Snowball 2 Public Seating - Spec Furniture Model# 1851 |
| | Category 2 - Hardi Dining Chair, Armless - Spec Furniture Model# 8701 |
| | Category 3- Rectangular Table 30x60x29H with Trumpet Base - Spec Furniture Model# TRECT306029TR |
| | Category 7- Two Seat, Midback Booth - Spec Furniture Model# 9102MB |
| | Category 9 - Dignity2 Single Seater - Spec Furniture Model# 4601M-LL |
| Special-T LLC | Category 7 - Kingston Training Tables - Stationary, Flip/Nest versions - https://www.specialt.net/tables/training-room-tables ; Patriot series ht. adjustable tables - https://www.specialt.net/tables/height-adjustable-tables/patriot-electric |
| | Category 8 - Sienna series Cafeteria tables - round, square, café power - https://www.specialt.net/tables/hospitality-tables/sienna |
| | Category 1 - AIM-XL series, Sienna series, Structure series, ClassiX series Conference room tables; https://www.specialt.net/filters?app=4 |
| | Category 3 - AIM Multi-Purpose tables - https://www.specialt.net/tables/training-room-tables/aim |
| | Category 5 - Relax series Occassional tables - variety of end table, coffee table ht tables - https://www.specialt.net/tables/occasional-tables |
| Swiftspace Inc. | Solo Model # SS90D6666L6666R (Page 44)#10 and #7, Shift #10 and #7 |
| | Shift Model # SSSHP2472L5272R WorS (Page 9) #10 and #7 |
| | Shape Model # SSSHP2472S (Page 27) # 3 and #7 |
| | Mobile Storage Model# SSBBF (Page 79) # 6 and #7 |
| | Fused Model# SSFUS6372 (Page 14) #3 and #7 |
| TMC Furniture, Inc. | Kestrel Chair, 16"SH Wood Child Chair, Model # SKEC11316 - Category 6, 8 |
| | Plover Table, 36" Dia Child Table, Model # TC36L20P24 - |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

| | |
|-----------------------------------|--|
| | Category 6, 8 |
| | Puddle Stools, Upholstered Ottoman Stools Model # SPS22616 - Category 6 |
| | Family Workstation, Carrel for Adult and Child, Model # CFW4572A - Category 6 |
| | Fairfield Parent+Child Carrel, Carrel for Adult and Child, Model # CFPC4572X- Category 6 |
| Three-H Furniture Systems Limited | Category 7 - Box_Box_File Pedestal 16 in. wide. 18 in. deep SKU# PSP51618CH-1122 from Premiere Select line |
| | Category 7 - Box_Box_File Pedestal 16 in. wide. 18 in. deep SKU# PSP51618CH-1122 from Premiere Select line |
| | Category 1 - Training Table 60"W x 30"D x 29"H. Rectangular top. C-Leg base with glides SKU# METT6030RECG0-H21 from Meeting line |
| | Category 7 - Height Adjustable Desk 46"W x 28"D. 2 stage SKU# PSAS4628200-W0SO2000 from MOS+ line |
| | Category 6 - Credenza File Drawers credenza, 36"W x 21"D x 29"H. SKU# ARCD362129BFH-1122 from Archive line |
| Trinity Furniture Inc. | Category 1 - High Back Judges Chair - Traditional Chamberlain, Item # 400-3 |
| | Category 2 - Lounge Chair - Facelift Revival, Item # 1801 |
| | Category 9 - Wood Frame Arm Side Chair - Facelift Evolve, Item #1820 |
| | Category 1 - Low Back Executive Chair - Traditional Raleigh, Item # 450-4 |
| | Category 7 - Lounge Chair - Traditional Randolph, Item # 490-C |
| Tristate Apartment Furnishers LLC | Category 2 - Item #B049/151614 Metal Bed w/Underdrawer |
| | Category 5 - Item #2053BL-S Sofa Black Vinyl |
| | Category 3 - D6403-T Wood Dining Table |
| | Category 2 - Item #5278-SC Metal Side Chair |
| | Category 5 - Item #B048-07 Metal 5 Drawer Chest |
| Via Inc. | Category 1- Conference Chairs-Proform Series-High Back/Quick Adjust Syncro Control Model 161/Control 67C. |
| | Category 6-Lounge Seating-Nebula Series-Sofa-Model 935-Matte black Base Model 935/Base 55XB |
| | Category 7- Ergonomic Chairs, with Jury Base Series Carmel. Model 6901 Mid back/Control 71C/Jury Base 20JRY |
| | Category 8-Side Seating-Series Vista II, Model 302, Frame finish B Black/no casters. |
| | Category 9- HD Ergonomic Chair -Series Brisbane, Model 2803, Size C Seat, Control 3C |
| VS America Inc. | Category 6, 7, 8 – PantoSwing Chair – Panto seating product line, Model #31400 |
| | Category 3, 6, 7, 8 – Shift+ Thumbprint Table – Shift+ product line, Model #01440 |
| | Category 6, 7, 8 – Hokki Stool – Hokki seating product line, Model #03825 |
| | Category 6, 7, 8 – PantoMove Chair – Panto seating product line, Model #31507 |

**GROUP 20915 – FURNITURE, ALL TYPES
(Except Hospital Room and Patient Handling) (Statewide)**

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|---------------------------------|--|
| | Category 6, 7, 8 Jumper Chair – Jumper seating product line, Model #33400 |
| Wenger Corporation | Category 8 - Student Music Chair, black frame/black back and seat/17.5" heigh, item 0936121 |
| | Category 8 - Student Music Chair, black frame/black back and seat/16.0" heigh, item 0935121 |
| | Category 8 - Classic 50 Music Stand, black desk/black tube and base, item 039E500 |
| | Category 8 - Nota Standard Chair, black frame/black back and seat/19.0" height, item 0335231 |
| | Category 8 - Music Stand Move & Store Cart, large, item 039C202 |
| Workrite Ergonomics Canada Inc. | Solace Desktop Standing Converters - Category 7 - Office and Courtroom Furniture |
| | Sierra HX Height Adjustable Desks - Category 7 - Office and Courtroom Furniture |
| | Line of Sight Technology Desks - Category 8 - School/Higher Education Furniture |
| | Jibe Monitor Arms - Category 7 - Office and Courtroom Furniture |
| | Fundamental EX Height Adjustable Desks - Category 7 - Office and Courtroom Furniture |



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: Contact Information Update

DATE: March 8, 2024

AWARD #: [23295](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 5, 2023 – December 1, 2028

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

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their contact information on the Contractor Information Pages:

| | |
|----------------|---------------------------------------|
| PC70170 | BioFit Engineered Products, LP |
| PC70248 | Nightingale Corp. |
| PC70265 | School Outfitters, LLC |
| PC70286 | The HON Company, LLC |

Please see the Contract Award for this update

<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

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

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



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: 2nd Supplemental Award

DATE: March 4, 2024

AWARD #: [23295](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 5, 2023 – December 1, 2028

CONTACT: Bradford Deforge | 518-473-3876 | ogs.sm.ps.furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Please be advised that the below listed Contractors have been added to Award 23295 effective immediately.

| | |
|---------|--|
| PC70156 | Allied Plastics, Inc. |
| PC70159 | Alumni Classroom Furniture Inc. |
| PC70164 | Arconas Corporation |
| PC70170 | BioFit Engineered Products, LP |
| PC70176 | CBT Supply Inc D/B/A Smartdesk |
| PC70192 | Egan Visual International D/B/A Egan Visual |
| PC70195 | Ergonom Corporation D/B/A ERG International |
| PC70200 | Fomcore, LLC |
| PC70206 | Haskell Office LLC D/B/A Haskell Education |
| PC70215 | Integra Inc. D/B/A Integra Seating |
| PC70219 | Jasper Seating Co. Inc. |

| | |
|----------------|---|
| PC70220 | JMJS, Inc. |
| PC70223 | Kaplan Early Learning Company |
| PC70224 | Keilhauer LTD |
| PC70225 | KFI Furniture, LLC |
| PC70229 | Krug, Inc. |
| PC70231 | Leeder Furniture, LLC |
| PC70237 | Metalworks, Inc. D/B/A Great Openings |
| PC70248 | Nightingale Corp. |
| PC70256 | Paragon Furniture, Inc. |
| PC70258 | PS Furniture, Inc. |
| PC70261 | R.T. London Company |
| PC70263 | Sauder Manufacturing Co. D/B/A Wieland Healthcare, Sauder Education, Butler Human Services |
| PC70265 | School Outfitters, LLC |
| PC70276 | Spacesaver Storage Systems, Inc. |
| PC70279 | Spectrum Industries, Inc. |
| PC70281 | Steelcase, Inc. |
| PC70284 | Tayco Office Furnishings, Inc. |
| PC70286 | The HON Company, LLC |

| | |
|----------------|------------------------------|
| PC70295 | WB Manufacturing, LLC |
|----------------|------------------------------|

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

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

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



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: Contact Information Update

DATE: March 4, 2024

AWARD #: [23295](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 5, 2023 – December 1, 2028

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

CONTRACT NO.: PC70287 **CONTRACTOR:** Three-H Furniture Systems Limited

Effective immediately, the Contractor below has updated their contact information on the Authorized Dealer Listing:

| | |
|----------------|--|
| PC70287 | Three-H Furniture Systems Limited |
|----------------|--|

Please see the Contract Award for this update

<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

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

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



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: Contact Information Update

DATE: February 26, 2024

AWARD #: [23295](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 5, 2023 – December 1, 2028

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

CONTRACT NO.: PC70202

CONTRACTOR: Furniture Pro Corp.

Effective immediately, the Contractor below has updated their address on the Contractor Information Summary page and Authorized Dealer Listing:

| | |
|----------------|---|
| PC70202 | Furniture Pro Corp. 971 Route 45, Suite 214 Pomona, NY 10970 |
|----------------|---|

Please see the Contract Award for this update

<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

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

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



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: Pricing and Contractor Information Updates

DATE: February 26, 2024

AWARD #: [23295](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 5, 2023 – December 1, 2028

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

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractor below has made a correction to their Pricing Information:

| | |
|----------------|-----------------------|
| PC70278 | Special-T, LLC |
|----------------|-----------------------|

Effective immediately, the Contractor below has made a correction to their Contractor Information:

| | |
|----------------|------------------------------|
| PC70163 | Arcadia Chair Company |
|----------------|------------------------------|

Please see the Contract Award for this update

<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

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

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



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: 1st Supplemental Award Revision

DATE: February 7, 2024

AWARD #: [23295](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 5, 2023 – December 1, 2028

CONTACT: Bradford Deforge | 518-473-3876 | ogs.sm.ps.furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Please be advised that the below listed Contractors have been added to Award 23295 effective immediately. The original Contract Award Notification Update misspelled Sandler Seating, Inc. PC70262.

| | |
|----------------|---|
| PC70152 | A2S, Inc. |
| PC70157 | Allseating Corporation |
| PC70168 | Aurora Storage Products, Inc. |
| PC70174 | Bush Industries, Inc. D/B/A eSolutions Furniture |
| PC70175 | Case Systems, Inc. |
| PC70181 | Corilam Fabricating Company, Inc. |
| PC70182 | Custom Educational Furnishings, LLC D/B/A CEF |
| PC70189 | Diversified Woodcrafts, Inc. |
| PC70190 | DSI Industries, Inc. D/B/A OFGO Studio |
| PC70196 | Fairway Holdings, Inc. D/B/A Berco Designs |
| PC70197 | FE Hale Manufacturing Company |

| | |
|----------------|---|
| PC70199 | Fleetwood Group, Inc. D/B/A Fleetwood Furniture |
| PC70202 | Furniture Pro Corp. |
| PC70203 | Global Industries, Inc. D/B/A Global Furniture Group |
| PC70208 | Hertz Furniture Systems, LLC |
| PC70209 | Hi5 Furniture, Inc. |
| PC70210 | Highpoint Furniture Industries, Inc. |
| PC70214 | Indiana Furniture, Inc. |
| PC70228 | Kreuger International, Inc. D/B/A KI |
| PC70246 | New England Woodcraft, Inc. |
| PC70260 | Raynor Marketing Limited |
| PC70262 | Sandler Seating, Inc. |
| PC70267 | Seating, Inc. |
| PC70271 | SICO America, Inc. |
| PC70275 | Spacefile International Corp. |
| PC70277 | Spec Furniture, Inc. |
| PC70288 | TMC Furniture, Inc. |
| PC70297 | Wenger Corporation |

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

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

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



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: 1st Supplemental Award

DATE: February 7, 2024

AWARD #: [23295](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 5, 2023 – December 1, 2028

CONTACT: Bradford Deforge | 518-473-3876 | ogs.sm.ps.furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Please be advised that the below listed Contractors have been added to Award 23295 effective immediately.

| | |
|----------------|---|
| PC70152 | A2S, Inc. |
| PC70157 | Allseating Corporation |
| PC70168 | Aurora Storage Products, Inc. |
| PC70174 | Bush Industries, Inc. D/B/A eSolutions Furniture |
| PC70175 | Case Systems, Inc. |
| PC70181 | Corilam Fabricating Company, Inc. |
| PC70182 | Custom Educational Furnishings, LLC D/B/A CEF |
| PC70189 | Diversified Woodcrafts, Inc. |
| PC70190 | DSI Industries, Inc. D/B/A OFGO Studio |
| PC70196 | Fairway Holdings, Inc. D/B/A Berco Designs |
| PC70197 | FE Hale Manufacturing Company |

| | |
|----------------|---|
| PC70199 | Fleetwood Group, Inc. D/B/A Fleetwood Furniture |
| PC70202 | Furniture Pro Corp. |
| PC70203 | Global Industries, Inc. D/B/A Global Furniture Group |
| PC70208 | Hertz Furniture Systems, LLC |
| PC70209 | Hi5 Furniture, Inc. |
| PC70210 | Highpoint Furniture Industries, Inc. |
| PC70214 | Indiana Furniture, Inc. |
| PC70228 | Kreuger International, Inc. D/B/A KI |
| PC70246 | New England Woodcraft, Inc. |
| PC70260 | Raynor Marketing Limited |
| PC70262 | Sander Seating, Inc. |
| PC70267 | Seating, Inc. |
| PC70271 | SICO America, Inc. |
| PC70275 | Spacefile International Corp. |
| PC70277 | Spec Furniture, Inc. |
| PC70288 | TMC Furniture, Inc. |
| PC70297 | Wenger Corporation |

Please see the Contract Award for this update
<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

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

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



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: Pricing Information Update

DATE: January 18, 2024

AWARD #: [23295](#)

GROUP #: 20915

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

CONTRACT PERIOD: December 5, 2023 – December 1, 2028

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

CONTRACT NO.: PC70287

CONTRACTOR: Three-H Furniture Systems Limited

Effective immediately, the Contractor below has made a correction to their Pricing Information:

| | |
|----------------|--|
| PC70287 | Three-H Furniture Systems Limited |
|----------------|--|

Please see the Contract Award for this update

<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

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

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



Office of General Services Procurement Services

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

2nd Supplemental Contract Award Notification

| | | |
|--------------------------------|---|--|
| Title | : | Group 20915 – Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide) Classification Code(s): 56 |
| Award Number | : | <u>23295</u> (Replaces 23109) |
| Contract Period | : | December 5, 2023 – December 1, 2028 |
| Bid Opening Date | : | June 28, 2023 |
| Date of Issue | : | March 4, 2024 |
| Specification Reference | : | As Incorporated In The Solicitation |
| Contractor Information | : | Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|--|--|
| Name : Rachael Smelyansky Title : Contract Management Specialist I Phone : 518-473-2961 E-mail : ogs.sm.ps.furniture@ogs.ny.gov | Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov |

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office and Courtroom Furniture, School/Higher Education Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. Inside Delivery is offered by all contractors. Installation is an optional service offered by some contractors

This Award has 15% MBE, 15% WBE and 6% SDVOB goal requirements.

PR # 23295

(continued)

2091523295sa2

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.# / NYS VENDOR#</u> |
|--------------------------|---|---------------------------|---|
| PC70156 | Allied Plastics, Inc. 2001 Walnut Street Jacksonville, FL 32206 | 814-342-7000 | Federal ID 59-1270942 Vendor ID 1100294466 |
| PC70159 | Alumni Classroom Furniture Inc. 210 Regina Street North Waterloo, ON N2J 3B6 | 833-939-9300 Ext 509 | Federal ID 98-0619213 Vendor ID 1100097011 |
| PC70164 | Arconas Corporation 5700 Keaton Crescent Mississauga, ON L5R 3H5 | 905-272-0727 Ext 305 | Federal ID 98-1365220 Vendor ID 1100301246 |
| PC70170 | BioFit Engineered Products, LP 15500 BioFit Way Bowling Green, OH 43402 | 814-342-7000 | Federal ID 52-1819340 Vendor ID 1000040912 |
| PC70176 | CBT Supply Inc D/B/A Smartdesk 83 Jacobs Rd Rockaway, NJ 07866 | 800-770-7042 Ext 812 | Federal ID 52-2285066 Vendor ID 1000032062 |
| PC70192 | Egan Visual International D/B/A Egan Visual 300 Hanlan Rd Vaughan, ON L4L 3P6 | 800-263-2387 | Federal ID 98-0066279 Vendor ID 1100033750 |
| PC70195 | Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard, CA 93030 | 800-446-1186 | Federal ID 95-3669370 Vendor ID 1000009824 |
| PC70200 | Fomcore, LLC 1770 East Keating Avenue Muskegon, MI 49442 | 231-366-4791 | Federal ID 36-4848278 Vendor ID 1100280510 |
| PC70206 | Haskell Office LLC D/B/A Haskell Education 273 Montgomery Avenue Bala Cynwyd, PA 19004 | 616-278-1010 | Federal ID 45-0468701 Vendor ID 1100042574 |
| PC70215 | Integra Inc. D/B/A Integra Seating 807 Wisconsin St Walworth, WI 53184 | 262-314-6905 | Federal ID 39-1680798 Vendor ID 1000042465 |
| PC70219 | Jasper Seating Co. Inc. 225 Clay St Jasper, IN 47546 | 800-457-4511 Ext 15417 | Federal ID 35-0420370 Vendor ID 1000009147 |
| PC70220 | JMJS, Inc. 1020 Franklin Drive Suite 5 Smock, PA 15480 | 814-342-7000 | Federal ID 27-1572756 Vendor ID 1100151585 |

(continued)

| | | | |
|---------|--|--------------------------|---|
| PC70223 | Kaplan Early Learning Company 1310 Lewisville-Clemmons Rd. Lewisville, NC 27023 | 800-334-2014 | Federal ID 56-0935286 Vendor ID 1000009500 |
| PC70224 | Keilhauer LTD 1450 Birchmount Road Toronto, ON M1P 2E3 | 877-701-4107 | Federal ID 98-1064108 Vendor ID 1100117545 |
| PC70225 | KFI Furniture, LLC 1533 Bank St Louisville, KY 40203 | 502-585-4464 | Federal ID 81-2819355 Vendor ID 1100183926 |
| PC70229 | Krug, Inc. 421 Manitou Drive Kitchener, ON N2C 1L5 | 888-578-5784 Ext 243 | Federal ID 98-0205609 Vendor ID 1000009838 |
| PC70231 | Leeder Furniture, LLC PO Box 2274 Manitowoc, WI 54221-2274 | 847-201-2000 | Federal ID 87-2425774 Vendor ID 1100267003 |
| PC70237 | Metalworks, Inc. D/B/A Great Openings 902 East 4 th Street Ludington, MI 49431 | 231-845-3165 | Federal ID 38-1898020 Vendor ID 1100152810 |
| PC70248 | Nightingale Corp. 2301 Dixie Rd Mississauga, ON L4Y 1Z9 | 800-363-8954 Ext 303 | Federal ID 98-0383583 Vendor ID 1000009839 |
| PC70256 | Paragon Furniture, Inc. 2224 E Randol Mill Rd Arlington, TX 76011 | 814-342-7000 | Federal ID 75-1986305 Vendor ID 1100270372 |
| PC70258 | PS Furniture, Inc. 1339 West Mequon Rd, Suite 215 Mequon, WI 53092 | 262-302-4687 | Federal ID 25-1590625 Vendor ID 1000042271 |
| PC70261 | R.T. London Company 1642 Broadway Ave NW Grand Rapids, MI 49504 | 616-551-4624 | Federal ID 38-3870949 Vendor ID 1100040958 |
| PC70263 | Sauder Manufacturing Co. D/B/A Wieland Healthcare, Sauder Education, Butler Human Services 930 West Barre Rd Archbold, OH 43502 | 888-943-5263 Ext 1228 | Federal ID 34-4407705 Vendor ID 1000009140 |
| PC70265 | School Outfitters, LLC 3736 Regent Ave Cincinnati, OH 45212 | 800-260-2776 | Federal ID 61-1341943 Vendor ID 1000018398 |
| PC70276 | Spacesaver Storage Systems, Inc. 1450 Janesville Avenue Fort Atkinson, WI 53538 | 920-563-0592 | Federal ID 39-1383557 Vendor ID 1100004184 |

(continued)

| | | | |
|---------|---|--------------|---|
| PC70279 | Spectrum Industries, Inc. 1500 W River Street, PO Box 400 Chippewa Falls, WI 54729 | 407-242-6256 | Federal ID 39-1094074 Vendor ID 1000009267 |
| PC70281 | Steelcase, Inc. 901 44 th Street SE Grand Rapids, MI 49508 | 917-709-0732 | Federal ID 38-0819050 Vendor ID 1000009238 |
| PC70284 | Tayco Office Furnishings, Inc. 400 Norris Glen Rd Toronto, ON M9C 1H5 | 416-253-2526 | Federal ID 98-1700651 Vendor ID 1100295624 |
| PC70286 | The HON Company, LLC 600 East 2 nd Street Muscatine, IA 52761 | 563-299-2949 | Federal ID 42-1491474 Vendor ID 1100302820 |
| PC70295 | WB Manufacturing, LLC 507 E Grant St Thorp, WI 54771 | 800-242-2303 | Federal ID 81-4729294 Vendor ID 1100213951 |

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

AGENCIES SHOULD NOTIFY NEW YORK STATE 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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements.

(continued)

Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

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

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

PRICE:

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State. Price Lists containing Not-To-Exceed prices can be found on the OGS Website at:

<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

(continued)

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.: PC _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & returned to:

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

(continued)



Office of General Services Procurement Services

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

1st Supplemental Contract Award Notification

| | | |
|--------------------------------|---|--|
| Title | : | Group 20915 – Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide) Classification Code(s): 56 |
| Award Number | : | <u>23295</u> (Replaces 23109) |
| Contract Period | : | December 5, 2023 – December 4, 2028 |
| Bid Opening Date | : | June 28, 2023 |
| Date of Issue | : | February 7, 2024 |
| Specification Reference | : | As Incorporated In The Solicitation |
| Contractor Information | : | Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|--|--|
| Name : Rachael Smelyansky Title : Contract Management Specialist I Phone : 518-473-2961 E-mail : ogs.sm.ps.furniture@ogs.ny.gov | Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov |

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

Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office and Courtroom Furniture, School/Higher Education Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. Inside Delivery is offered by all contractors. Installation is an optional service offered by some contractors

This Award has 15% MBE, 15% WBE and 6% SDVOB goal requirements.

PR # 23295

(continued)

2091523295sa1

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.# / NYS VENDOR#</u> |
|--------------------------|---|---------------------------|---|
| PC70152 SBE | A2S, Inc. 62 Enter Lane Islandia, NY 11749 | 210-540-5325 | Federal ID 30-1012200 Vendor ID 1100211002 |
| PC70157 | Allseating Corporation 5800 Avebury Rd, Unit 3 Mississauga, ON L5R 3M3 | 616-368-2166 | Federal ID 98-0110664 Vendor ID 1000009836 |
| PC70168 | Aurora Storage Products, Inc. 600 S. Lake Street Aurora, IL 60506 | 630-966-7504 | Federal ID 27-3848171 Vendor ID 1100049311 |
| PC70174 | Bush Industries, Inc. D/B/A eSolutions Furniture One Mason Drive Jamestown, NY 14702 | 716-665-2510 Ext 5772 | Federal ID 16-0837346 Vendor ID 1100044518 |
| PC70175 | Case Systems, Inc. 2700 James Savage Rd Midland, MI 48642 | 989-496-9510 | Federal ID 38-3139894 Vendor ID 1000009254 |
| PC70181 | Corilam Fabricating Company, Inc. PO Box 361 Kernersville, NC 27285 | 336-993-3511 Ext 26 | Federal ID 56-1106892 Vendor ID 1100046330 |
| PC70182 | Custom Educational Furnishings, LLC D/B/A CEF 2696 NC Hwy 16S Taylorsville, NC 28681 | 828-664-007 | Federal ID 46-5087197 Vendor ID 1100294228 |
| PC70189 | Diversified Woodcrafts, Inc. 300 S Krueger Suring, WI 54174 | 716-488-2810 Ext 219 | Federal ID 39-1909150 Vendor ID 1000041367 |
| PC70190 | DSI Industries Inc. D/B/A OFGO Studio 452 Millway Ave Concord, ON L4K 3V7 | 905-669-1357 Ext 329 | Federal ID 12-7487262 Vendor ID 1100213971 |
| PC70196 | Fairway Holdings Inc. D/B/A Berco Designs 111 Winnebago St St. Louis, MO 63118 | 888-772-4788 | Federal ID 20-2516208 Vendor ID 1100092472 |
| PC70197 SBE | FE Hale Manufacturing Company 11206 Cosby Manor Rd Utica, NY 13502 | 315-894-5490 | Federal ID 15-0330340 Vendor ID 1000007320 |
| PC70199 | Fleetwood Group, Inc. D/B/A Fleetwood Furniture 11832 James Street Holland, MI 49424 | 616-396-1142 | Federal ID 38-1880634 Vendor ID 1100011628 |

(continued)

| | | | |
|-----------------------|---|--------------------------|---|
| PC70202 SBE | Furniture Pro Corp. 355 Spook Rock Rd, Suite I-503 Suffern, NY 10901 | 845-362-2061 | Federal ID 22-4425487 Vendor ID 1100044884 |
| PC70203 | Global Industries, Inc. D/B/A Global Furniture Group 15 West Stow Road Marlton, NJ 08053 | 856-552-3784 | Federal ID 52-0953534 Vendor ID 1000009419 |
| PC70208 | Hertz Furniture Systems, LLC 170 Williams Drive, Suite 201 Ramsey, NJ 07446 | 201-661-6347 | Federal ID 22-3795977 Vendor ID 1000008875 |
| PC70209 | Hi5 Furniture, Inc. 4304 NW Mattox Rd Riverside, MO 64150 | 816-774-4050 | Federal ID 80-0253153 Vendor ID 1100208356 |
| PC70210 | Highpoint Furniture Industries, Inc. 1104 Bedford Street High Point, NC 27263 | 800-447-3462 Ext 2223 | Federal ID 56-0671724 Vendor ID 1000009499 |
| PC70214 | Indiana Furniture Industries, Inc. 1224 Mill Street, PO Box 270 Jasper, IN 47547-0270 | 812-482-5727 Ext 107 | Federal ID 35-0408870 Vendor ID 1100064886 |
| PC70228 | Kreuger International, Inc. D/B/A KI 1330 Bellevue St Green Bay, WI 54302 | 800-454-9796 Ext 2394 | Federal ID 39-1375589 Vendor ID 1000009272 |
| PC70246 | New England Woodcraft, Inc. 481 North Street, PO Box 165 Forest Dale, VT 05745 | 802-247-8211 | Federal ID 03-0265306 Vendor ID 1100010708 |
| PC70260 SBE | Raynor Marketing Limited 525 Hempstead Turnpike West Hempstead, NY 11552 | 516-267-7214 | Federal ID 11-2510441 Vendor ID 1100043335 |
| PC70262 | Sandler Seating, Inc. 1201 Peachtree NE, Ste 1625 Atlanta, GA 30361 | 404-982-9000 | Federal ID 58-2407352 Vendor ID 1100210016 |
| PC70267 WBE SBE | Seating, Inc. 60 N. State Street Nunda, NY 14517 | 814-342-7000 | Federal ID 16-1344044 Vendor ID 1000008061 |
| PC70271 | SICO America, Inc. 7525 Cahill Road Minneapolis, MN 55439 | 952-941-1700 | Federal ID 41-1763365 Vendor ID 1100004186 |
| PC70275 | Spacefile International Corp 18 Huddersfield Road Toronto, ON M9W 5Z6 | 416-523-1780 | Federal ID 98-1309404 Vendor ID 1100297658 |
| PC70277 | Spec Furniture, Inc. 165 City View Drive Toronto, ON M9W 5B1 | 416-246-5543 | Federal ID 98-0171352 Vendor ID 1000049183 |

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| | | | |
|---------|--|--------------------------|---|
| PC70288 | TMC Furniture, Inc. 119 E. Ann Street Ann Arbor, MI 48104 | 734-622-0080 | Federal ID 38-3430617 Vendor ID 1100067261 |
| PC70297 | Wenger Corporation 555 Park Drive Owatonna, MN 55060-0448 | 800-493-6437 Ext 8550 | Federal ID 41-0759858 Vendor ID 1100003595 |

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

AGENCIES SHOULD NOTIFY NEW YORK STATE 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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

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

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

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

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

PRICE:

(continued)

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State. Price Lists containing Not-To-Exceed prices can be found on the OGS Website at:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

(continued)

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.: PC _____ Contractor: _____

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

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

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

CONTRACTOR

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

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & returned to:

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

* * * * *

(continued)

How To Use and Frequently Asked Questions Award #23295

Furniture, All Types (except Hospital and Patient Handling)

Authorized Users and Contractors of this Award are strongly encouraged to read the Contract Terms and Conditions found within the Base Contract in their entirety to gain an understanding of requirements for this Award.

Below is a brief listing of Questions & Answers (Q&A's) to facilitate the use of the Furniture Contract.

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GENERAL CONTRACT INFORMATION:

OGS Contact

Question: Who is the OGS contact for this contract award?

Answer: The OGS contract manager is identified on the landing page of this Award.

<https://online.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM>

E-mail: OGS.sm.PS.Furniture@ogs.ny.gov

Authorized User Validity

Question: Am I an Authorized User of NYS OGS contracts, including the Furniture contracts?

Answer: If you are a NYS entity, please contact NYS OGS Procurement Services Customer Services at: 518-474-6717, or via email at: ogs.sm.customer.services@ogs.ny.gov. If you are not a NYS entity, please review the Extension of Use Clause-See Section 5.33 - Extension of Use within the Base Contract document. Requests for extension of use must be sent via e-mail to: OGS.sm.PS.Furniture@ogs.ny.gov. OGS approval must be given prior to using any contract under the Award.

Contractor Validity

Question: Quotes. Can any company provide a quote or an invoice for a Contract purchase?

Answer: No. Only Contractors and/or their Authorized Reseller's listed on the OGS website may provide quotes or invoices. Please ensure that the Contractor and/or Authorized Reseller is listed on the OGS website.

CONTRACTOR / PRODUCT SELECTION:

Are Authorized Users required to obtain 3 quotes?

Question: If I am a NYS Agency, and I'm making a purchase from the Furniture Award, am I required to obtain three (3) quotes?

Answer: Obtaining three quotes is not a requirement under the OGS Award; however, it is encouraged. See Solicitation Section 4.5 Procurement Instructions for Authorized Users. The NYS Procurement Guidelines "Procurement Basics" for rules on Agency purchasing: <https://ogs.ny.gov/system/files/documents/2023/03/2023-procurement-guidelines-3-21-2023.docx>.

Multiple Furniture Contractors Carry the Item I Need

Question: What if more than one Furniture Contractor has the item(s) I need, but they are listed at different prices?

Answer: Although not a requirement under the OGS Award, Authorized Users are strongly encouraged to seek quotes from more than one participating Furniture Contractor to obtain the best possible pricing when the same item is offered by more than one Contractor at different pricing.

Negotiating Better Discounts

Question: Are Authorized Users allowed to negotiate better discounts (lower prices) for the product(s)/product lines they are interested in purchasing?

Answer: Yes – Authorized Users are STRONGLY ENCOURAGED to negotiate better discounts from any Contractor listed under this Award. Buyers are also encouraged to shop several different product lines to ensure that they are getting the BEST VALUE for New York State.

Excel vs Catalog Pricing

Question: If a Contractor has both an Excel Price List and a catalog Price List posted, which one do I use?

Answer: The Excel Price List takes precedence over the catalog for pricing and items. If an item is listed in the catalog, but NOT in the Excel spreadsheet, it may not be sold under the Contract.

Contractor Designations

Question: Are Contractors designated as being either Minority and/or Women Owned Business (MWBE)?

Answer: Yes – the appropriate designation is shown on the Award, but only if Contractors are registered with the NYS Empire State Development's Division of Minority and Women's Owned Business Development (DMWBD). To be listed as such, they are required to be a "NYS Certified MWBE."

Question: Are Contractors designated as being Service-Disabled Veteran-Owned Businesses?

Answer: Yes – but only if Contractors are registered with the New York State Office of General Services Division of Service-Disabled Veterans' Business Development.

SCOPE:

Product Categories

Question: What Product Categories are offered under this Award and what Contractor offers which categories?

Answer: The Product Categories are listed below, as well as within the Contract Award Notification (CAN) document. Additionally, a matrix is provided in the CAN that lists each Contractor and their corresponding Product Categories, which can be found by clicking on the below link for the Award document; found on the top left at:
<https://www.ogs.ny.gov/purchase/spg/awards/2091523295CAN.HTM> .

PLEASE NOTE: It is the intent of this contract to provide products within the Product Categories listed below. Price Lists/Catalogs may contain items that are not within the Scope of the Contract Award and/or not within a Contractor's approved furniture Categories. All Authorized Users are strongly encouraged to review the Scope of the Award and the Contractor's Category Matrix prior to selecting items for purchase under the Contract. Any items not within the scope of this award are excluded, for example: medical furniture, metal lockers, refurbished items, remanufactured products, etc. A full listing of exclusions can be found on page 9 of the Base Contract.

Product Categories:

1. Conference Furniture (tables and seating)
2. Dormitory Furniture
3. General Purpose Tables
4. High Density Filing
5. Household Furniture
6. Library Furniture
7. Office and Courtroom Furniture
8. School/Higher Education Furniture

- 9. Specialty Seating
- 10. Systems Furniture

A Description of these categories is contained in Solicitation Section 1.2 Scope, and is also included on the Contract Matrix document:

<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295CategoryMatrix.pdf> .

Inside Delivery/Installation:

Question: What does Inside Delivery include?

Answer: Inside Delivery is intended for essentially free-standing furniture when the ordering agency is unable to bring it from the dock to the point of use. It shall consist of removal from truck, bringing to point of use, uncrating, minor assembly, leaving ready for use and the removal of debris.

Question: What does Installation include?

Answer: Installation includes inside delivery as described in Section 2.2.1 – Delivery; however, it is intended for the additional work involved with regard to assembly of other than free-standing furniture, such as systems furniture, high density filing, and furniture shipped KD (“Knocked Down”), and any other assembly not considered minor assembly as described in Section 2.2.1 – Delivery. Installation does not include repairs or moving. The Authorized User must specify at time of order, and prior to delivery, if installation is required.

Installation shall include the following:

1. Inside delivery to the pre-agreed upon building location;
2. Unpacking boxes;
3. Checking parts for damage;
4. Assembly utilizing the installers own tools;
5. Disposal of boxes and packing materials; and
6. Clean up after completion.

NOTE: Any deviations from the above installation requirements are outside the scope of the Contracts resulting from this Solicitation, and may require the Authorized User to make a separate, non-contract purchase in accordance with the Authorized User’s standard purchasing rules and procedures.

OUT OF SCOPE ITEMS:

Exclusions

The below items are excluded from the scope of this Award. This list is not exhaustive; other items and/or services may be excluded at the discretion of OGS:

1. Bedding items such as mattresses, sheets, pillows, and other such accoutrements.
2. Carpets and rugs.
3. Wall hangings, mirrors, easels, chalk boards, white/dry erase boards, smart boards, and cork boards.
4. Lighting fixtures and/or solutions.
5. Metal lockers/lockers requiring fixed installation and/or public works.
6. Auditorium equipment, such as platform risers, speakers, etc.
7. Toddler gyms, climbing play sets, agility/balance equipment, physical education equipment, doll houses, playhouses, play kitchens, toys etc.
8. Additional charges and fees not specifically listed within the Contact and Supplemental Information sheet (for example, surcharges, fuel charges, storage fees, liftgate service fees, credit card fees, etc.).
9. Installation drawings and/or design services.

10. Public Work and/or Prevailing Wage Rate Work (installation).
11. Outdoor furniture including but not limited to tables, chairs, trash bins, and bike racks.
12. Hospital Room and Patient Handling furniture.
13. Customized furniture and/or solutions without a defined identifying number (model number, SKU, etc.) and List Price.

Custom Orders

Question: Can I custom order furniture that is not listed within a Contractor's Price List?

Answer: No. If an item is not included within a Contractor's posted Price List, it may not be sold under their OGS Contract.

Installation Drawings / Design Services

Question: Are installation drawings and/or design services included under this Award?

Answer: Contractors may offer to assist Authorized Users to determine what best meets their needs, however, they may NOT charge a fee, as installation drawings and/or design services are not included in this Award.

Shipping Charges

Question: Can Contractors charge separate shipping/freight charges?

Answer: No. All shipping charges are included in the Contractor's Contract price (shipping is FOB Destination). Contractors may NOT charge additional shipping/freight fees under this Award.

Additional Fees

Question: Can Contractors charge any additional fees or charges such as tariff charges, "government-mandated" charges and/or fees, surcharges, fuel charges, storage fees, liftgate service fees, credit card fees, etc.?

Answer: No. Per the Solicitation, the price shall include all customs, duties, and charges and be net, F.O.B. destination any point in New York State, as designated by the ordering agency including dock delivery and tailgating of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck or agency personnel to remove the load without entering the truck.

Unlisted Items

Question: If an item is not listed on a Contractor's OGS price list, can it be purchased from this Award?

Answer: No. Only items listed on a Contractor's posted OGS price list may be purchased under this Award. Authorized Users that wish to purchase a non-contract item along with a contract item may do so on the same Purchase Order, but MUST clearly note which items are Contract items, and which items are not. Contractors may, though are not required to, extend the same discounts, if they choose, to non-contract orders.

MISCELLANEOUS:

Discounts, Minimum Orders, and Other Contractor Specific Information

Question: What discount does each Contractor offer? Is there a minimum order? Is there an inside delivery fee? Is there an installation fee? Are volume discounts offered? Do Contractors accept the NYS PCard? Are there restocking fees?

Answer: Information pertaining to discounts, minimum order requirements, inside delivery fees, installation fees, and more is specific to each Contractor and can be found on the Contractor Information Summary page. Each Contractors “Contact and Supplemental Information” link is located on this page and contains each Contractors specific information.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

Authorized Resellers - Purchase Orders & Payment

Question: Are Authorized Resellers allowed to accept Purchase Orders and receive Payments?

Answer: OGS agrees to permit Contractors to utilize approved Authorized Resellers to participate as alternate distribution sources pertaining to this Award. Each Contractors “Contractor and Reseller Distributor Information Sheet” link is located on this page and contains each Contractors Authorized Reseller Listing.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

Please Note: ALL Authorized Resellers, regardless of the level of service provided, must be approved in advance by OGS and listed on the OGS website.

Items without List price

Question: If an item does not show a list price how will I know what I should be charged?

Answer: Any item that does not show a list price on a Contractor’s Price List may not be sold under their Contract. Please contact the OGS contract administrator should you find an item that does not have a list price.

EO4 Information

Question: Some Price Lists show EO4 information, while others do not. Why?

Answer: Contractors are strongly encouraged to provide EO4 information for their offerings; however, OGS does not require the information to be listed on their Price List. Additionally, if the Contractor did not include EO4 information in an Excel Price List, the columns will not be shown to enable improved viewing. Authorized Users are encouraged to contact the Contractor to inquire as to whether their items meet EO4 requirements.

Verifying Pricing

Question: Is the Authorized User required to verify pricing on products ordered?

Answer: Yes – As with any centralized Award, Authorized Users should verify the price charged and the discount offered when ordering by comparing quotes against the current posted Price List. When the invoice is received, Authorized Users should then verify that the invoice reflects the prices originally quoted. Any discrepancies must be brought to the Contractor’s attention within five (5) business days.

Navigating Price Lists

Question: I am having difficulty locating products on price lists as the catalogs are very large. How do you suggest I proceed?

Answer: Contractor’s price lists vary in size. If you are having difficulty navigating their price list due to its size, it is suggested that you reach out to the Contractor directly so they may provide a solution that meets your needs. They should also be able to identify where to find any items you intend to purchase on their posted price list.

Invoices, Payment, and SFS

Question: What information **MUST** be included on the Contractor's invoice for payment to be made through the Statewide Financial System (SFS)?

Answer: Invoicing and payment shall be made in accordance with the terms set forth in Appendix B - *Contract Invoicing*. The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order.

At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing:

<https://bsc.ogs.ny.gov/nys-vendors>.

CONTRACTOR FREQUENTLY ASKED QUESTIONS:

Price List Updates – Frequency and Format

Question: How often can a Contractor's Price List be updated?

Answer: As outlined in Solicitation 23295, the price list submitted with the bid shall remain in effect for one year after the Bid Opening Date. After that time, Contractors may submit a new RETAIL price list twice per year thereafter, during the Contract term or extension, beginning on or around the anniversary of the Bid Opening Date. Price List Updates may not be allowed within 90 days of a prior price list update approval unless deemed within the best interest of the State. Price List Updates will become effective when they have been reviewed and approved by OGS and published on the OGS website.

Question: How should the Price List Update be submitted?

Answer: Contractors shall adhere to the instructions in Attachment 11 – Price List Update Guide and use the provided Appendix C - Contract Modification Procedure for all Price List Updates. If there are any exclusions listed within the Price List, they should be clearly noted in a SEPARATE correspondence. The Contractor will submit a complete replacement Price List. When a Price List Update is approved, the previously posted Price List will be removed from the OGS website in its entirety.

Updating Contact Information

- Question:** Are Contractors required to contact OGS directly with any contract information changes (i.e., contact name, email address, company address, phone #, website, etc.)?
- Answer:** Yes – It is the Contractor's responsibility to reach out to the Contract Manager to ensure that the most current information is listed on the Award. Per Section 5.14 Contract Administration: Contractor must notify OGS within five (5) Business Days if it's contract manager, emergency contact, or customer service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS contract manager.

Sales Reports – Format, Frequency, and Usage of Resellers

- Question:** Is there a particular reporting template that Contractors should use to Report Sales to OGS?
- Answer:** Yes – Contractors are required to use the Attachment 8 - Report of Contract Usage template. All fields of information shall be accurate and complete. The report is to be submitted electronically, in Microsoft Excel 2007 or newer, (or as otherwise directed by OGS), via email to the attention of the Contract Manager, and shall reference the Group Number, Award Number, Contract Number, Sales Reporting Period, and Contractor's Name.
- Question:** What time periods should Contractors be capturing for the Report of Contract Purchases, when are they due, and who should they be emailed to?
- Answer:** Contractors shall submit their Report of Contract Purchases (sales reports) to the Contract Manager, semi-annually, (every six months). The reporting dates will be:
January 1 through June 30
July 1 through December 31

Please Note: Contractor sales reports must be current in order to be eligible for a Price List Update. Sales reports are due NO LATER THAN 45 DAYS after the end of the reporting period. Please note that revised, reformatted and altered sales reports will NOT be accepted, and will be returned for corrections. Only the provided Sales Report template should be used.

- Question:** If a Contractor is using Authorized Resellers under this Award, are the Resellers required to submit reports directly to OGS or is the Contractor responsible for sending in all reports?
- Answer:** Contractors shall collect all contract sales information and submit ONE Sales Report to OGS for ALL SALES, including Authorized Resellers' sales made under their Contract, for each reporting period. NOTE: Contractor sales made outside of this Award do NOT need to be included in their Report of Contract Sales. Only sales made under their OGS Contract should be reported.

Authorized Reseller Updates

- Question:** Are Contractors able to modify their Authorized Reseller List, and if so, how should modifications be requested?
- Answer:** Yes – If Contractors allow Authorized Resellers to participate in the Contract (to accept orders and/or direct payment), requests to add, delete or modify Authorized Reseller List information must be submitted to OGS for prior approval. Such requests should be sent to the Contract Manager referenced on the front page of this document. Contractors must use the Authorized Reseller List as posted on the OGS website as the starting point for any Authorized Reseller revision. Please be aware that if an Authorized Reseller does not have a valid NYS Vendor Identification Number, then they are not able to accept direct

payment, and in addition, they are not permitted to be listed on the Authorized Reseller List.

Due to the large number of Contractors on this Furniture Award, Contractors will be allowed to update their Authorized Reseller List information only once per calendar quarter - see below:

| Authorized Reseller List Quarterly Submittal Due Dates |
|---|
| April 1 to April 15, 2024 |
| July 1 to July 15, 2024 |
| October 1 to October 15, 2024 |
| January 1 to January 15, 2025 |
| April 1 to April 15, 2025 |
| July 1 to July 15, 2025 |
| October 1 to October 15, 2025 |
| January 1 to January 15, 2026 |
| April 1 to April 15, 2026 |
| July 1 to July 15, 2026 |
| October 1 to October 15, 2026 |
| January 1 to January 15, 2027 |
| April 1 to April 15, 2027 |
| July 1 to July 15, 2027 |
| October 1 to October 15, 2027 |
| January 1 to January 15, 2028 |
| April 1 to April 15, 2028 |

Requesting Vendor ID Number

Question: If a Contractor would like to add an Authorized Reseller but the Reseller does not have a valid NYS Vendor Identification Number, what is the process for requesting one?

Answer: NYS Vendor Identification Numbers (VIN#s) can be obtained by submitting an Office of State Comptroller (OSC) Substitute W-9 form to the Contract Manager referenced on the front page of this document. The form can be found at the following link:
http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf.

The Office of General Services will initiate the vendor registration process. Once the process is initiated, registrants will receive an email from Office of State Comptroller (OSC) that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

Advertisement

Question: Are Contractors permitted to advertise their OGS Contract and the products they provide on the Furniture Contract?

Answer: Contractors are encouraged to market their approved products listed on their Furniture Contract, but they must comply with the Contract Publicity Clause on page 5 of Appendix B of the Base Contract. Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State. Requests must be sent via e-mail to: OGS.sm.PS.Furniture@ogs.ny.gov.

Contract Performance

- Question: Is there a way to report problems and or concerns to the Office of General Services associated with the products, delivery and/or Contractors with regard to this Award?
- Answer: Yes – Contact the OGS Contract Manager listed on the front page of the Contract Award Notification (CAN) with any problems/concerns encountered when using the Furniture Award. Additionally, Authorized Users are encouraged to complete and submit a Contract Performance Report, which can be found on the last page of the Contract Award Document.

Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of Workers' Compensation and Disability Benefits Insurance should be provided at the time of Bid submission;
- Proof of all other insurance shall be provided in accordance with Section B below;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation/this Contract, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation/Contract in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation and any Contract resulting from this Solicitation/Contract.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this Solicitation/the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation and any Contract resulting from this Solicitation/Contract shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.
- 2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, OGS reserves the right to accept claims-made policy forms, in its sole discretion, provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and

(b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

3. *Certificates of Insurance/Notices.* Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name The New York State Office of General Services, Bureau of Risk and Insurance Management (BRIM), 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD 25);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation and any Contract resulting from this Solicitation/Contract;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS requires Contractors to submit only certificates of insurance and additional insured endorsements. Contractors should refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review it and shall not be chargeable with knowledge of its contents. In addition, the submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation. OGS reserves the right to request other proof of insurance, including, but not limited to, policies, and Contractors agree to comply with all reasonable requests.

4. *Primary Coverage.* All Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

5. *Breach for Lack of Proof of Coverage.* The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation/the Contract shall be considered a breach of the terms of any Contract resulting from this Solicitation/the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their

officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation/the Contract, at law or in equity.

6. *Self-Insured Retention/Deductibles.* Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. *Subcontractors.* Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable, and shall be provided to OGS upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. *Waiver of Subrogation.* For all Commercial General Liability, Business Automobile Liability, Umbrella/Excess Liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. *Additional Insured.* The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability policies required below coverage for on-going work and operations naming as additional insureds (via ISO coverage forms CG 20 10 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section 13 below. A blanket Additional Insured Endorsement

evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation/Contract.

12. Policy Renewal/Expiration Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation/Contract shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation/the Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation and any Contract resulting from this Solicitation/Contract, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

13. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the OGS BRIM contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days from request or renewal;
- For information on self-insurance or self-retention programs: 15 calendar days from request or renewal;
- For other requested documentation evidencing coverage: 15 calendar days from request or renewal;
- For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation/the Contract, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation/the Contract, or as required by law, whichever is greater:

| Insurance Type | | Proof of Coverage is Due |
|--|--|--|
| Commercial General Liability | No less than \$1,000,000 each occurrence | Upon notification of tentative award and updated in accordance with Contract |
| General Aggregate | \$2,000,000 | |
| Products-Completed Operations Aggregate | \$2,000,000 | |
| Personal and Advertising Injury | \$1,000,000 | |
| Medical Expenses Limit | \$5,000 | |
| Business Automobile Liability Insurance | No less than \$1,000,000 each accident | |
| Workers' Compensation | | |
| Disability Benefits | | |

1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) [and explosion, collapse & underground coverage].

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation/the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than three [1-3] years, commencing upon acceptance of the work, as required by the Contract.

2. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of automobiles used in connection with performance under any Contract resulting from this Solicitation/the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation/the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation/the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under any Contract resulting from this Solicitation/the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation/the Contract.

3. Workers' Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of Bid submission, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

Price List Update G

Award #23295 - Furniture, All Types (Except Host)

Please do not alter the format or content of any tabs. Any alterations made may result in your Price List

Contractors must answer YES to all questions on the Checklist tab. Failure to do so may result in your

New Product Line Tab-

Contractors may add New Product Lines that fall within one of the categories originally awarded. New Product Lines must be added to the New Product Line tab. Please add a new tab for each New Product Line. **Contractor's must submit new Manufacturer's Price List(s) via email to OGS.sm.PS.Furniture@ogs.ny.gov** for each New Product Line or categories originally awarded.

Contractors may offer discounts for the entire price list or breakdown by style, function, etc. from the Manufacturer's Price List. If a discount is offered, then no Proof of Reasonableness is required. The Contractor is required to provide Proof of Reasonableness. Proof of Reasonableness may be in the form of a contract held with another public entity, invoices from sales to other public entities, or other evidence of market value. Volume Discounts will be allowed and should be noted on New Product Line tab.

Price List Update(s) Tab-

Contractors may submit updated Manufacturer's Price Lists for the product lines they have already been awarded. Contractors may add additional rows as necessary. Discounts may not be reduced. Discounts may be increased but you will need to provide Proof of Reasonableness. California 133 Flammability percentages may not be increased. Contractors must exclude from the Manufacturer's Price List any product lines that are not awarded. **Contractors must submit updated Manufacturer's Price Lists via email to OGS.sm.PS.Furniture@ogs.ny.gov.**

Unchanged Price List(s) Tab-

The combined Price List that is currently posted on the Furniture Award 23295 website will be REPLACED by the Price List Update submission. Please complete Columns A, B, and C on the Unchanged Price List(s) Tab.

Checklist Tab-

The Checklist tab is included to ensure that Price List Update Submissions submitted by Contractors are complete and request to be considered. Submitting an incomplete Checklist will lead to a Contractor's Price List Update submission being rejected.

Price List Update Submission-

A completed Appendix C - *Contract Modification Procedure* and an updated Attachment 10 - *Contact and Communication* must be posted on the OGS Furniture Award (23295) website. Appendix C, Attachment 10, Attachment 11 (this document) must be **submitted via email to OGS.sm.PS.Furniture@ogs.ny.gov**. If your submission is too large to submit via email, please contact the OGS Furniture Award (23295) website for instructions.

OGS reserves the right to give first consideration to substantially complete submissions, as determined by OGS, regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Request for Price Adjustment* to deny price adjustments during the last twelve (12) months of the Contract term, without prior notice.

Price List Updates will be allowed twice per year following the one year anniversary of the Bid Opening. Price List Updates must be posted by OGS on the contract website within five (5) Business Days after approval, or as soon as possible.

Guide Instructions

Hospital Room and Patient Handling) (Statewide)

Price List Update being rejected.

Price List Update being rejected.

Product Lines that are in a category that was not originally awarded will not be considered. Please add a new Product Line you intend to add. Please rename the tab to include the name of the New Product Line. **OGS.ny.gov**. Contractors must exclude from their Price Lists items not fitting the scope of the Award

Manufacturer's Price List. If the discount percentage is the same or greater than existing product lines, please request a new product line if the discount offered is less than existing product lines. Proof of sales to public entities less than 12 months old, or sales reports less than 12 months old on the product line

not awarded. Please complete Columns A, B, and C on the Price List Update(s) Tab. Please add a new Product Line you intend to add. Please rename the tab to include the name of the New Product Line. **OGS.ny.gov**. Contractors must exclude from their Price Lists items not fitting the scope of the Award or categories originally awarded. Contractors

Price List Update(s) Tab. Please add a new Product Line you intend to add. Please rename the tab to include the name of the New Product Line. **OGS.ny.gov**. Contractors must exclude from their Price Lists items not fitting the scope of the Award or categories originally awarded. Contractors

Price List Update(s) Tab. Please add a new Product Line you intend to add. Please rename the tab to include the name of the New Product Line. **OGS.ny.gov**. Contractors must exclude from their Price Lists items not fitting the scope of the Award or categories originally awarded. Contractors

and *Supplemental Information* must be included in your update submission. Appendix C can be found in the *Instructions* tab, Discount Proof of Reasonableness (if applicable), and **Manufacturer's Price List(s) must be submitted** via email then please use a file sharing application. Please clearly title each document.

Price List Update(s) Tab. Please add a new Product Line you intend to add. Please rename the tab to include the name of the New Product Line. **OGS.ny.gov**. Contractors must exclude from their Price Lists items not fitting the scope of the Award or categories originally awarded. Contractors

Price List Update(s) Tab. Please add a new Product Line you intend to add. Please rename the tab to include the name of the New Product Line. **OGS.ny.gov**. Contractors must exclude from their Price Lists items not fitting the scope of the Award or categories originally awarded. Contractors

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| Contractor Name: |
| Contract #: |

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| New Product Line(s) |
| Category(ies) for Product Line Note: New Categories <u>cannot</u> be added. |
| Name of New Price List: |
| Date of New Price List: |
| Discount for New Product Line(s): |
| Volume Discounts (if applicable): |

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| Contractors must complete all sections of Colu |
| Please add a new tab for each new product line |

New Product Line

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| Column B. If Column A does not apply then please type "N/A" in Column B. |
| being requested for addition. |

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| Contractor Name: |
| Contract #: |

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| Name of Updated Price List(s) |
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Add additional rows as needed

Price List Update(s)

PC

Date of New Price List(s)

XX/XX/XXXX

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| Category(ies) The Update Applies To (new categories not permitted) |
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| Contractor Name: |
| Contract #: |

| Unchanged Price List(s) |
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Add additional rows as needed

Unchanged Price List(s)

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| Category(ies) |
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Price List Update

| | |
|---|------------|
| CONTRACTOR NAME - as listed on Contractor Information Page: | |
| Date of Submission: | XX/XX/XXXX |

QUESTIONS:

Did Contractor open and complete "Price List Update(s)" tab?

OR

Did Contractor open and complete "New Product Line" tab and then rename it to r each NEW product line must be created.)

Did Contractor open and complete "Unchanged Price List(s)" tab to list all Price L more information.

Did Contractor send Appendix C, Attachment 10, Attachment 11 (this document), I Manufacturer's Price Lists to OGS.sm.PS.Furniture@ogs.ny.gov? See "Instruction

For each new Product Line being requested for addition, are the discounts offered product lines? If discounts are not, did Contractor include Proof of Reasonablene information.

Did Contractor verify that the Discounts offered to NYS for NEW product lines are See "Instructions" tab for more information.

Did Contractor provide discounts for each NEW product line requested in accorda

Did Contractor provide Volume discounts (if applicable) for each NEW product line

Did Contractor review new and/or updated Price List(s) and where appropriate EX or are out of scope of the contract? See "Instructions" tab for more information.

Has Contractor provided ALL sales reports that are due to the Office of General Se

In addition to answering "YES" to all of the questions above, Contractor must also "YES" to any of the questions above and did NOT perform the action indicated or for Price List Update or Addition may not be completed at this time. OGS reserves determined solely by OGS Procurement.

Guide Checklist

| | Select Answer from Drop Down Box |
|---|-------------------------------------|
| match NEW product line being requested? (One tab for | |
| ists that remain unchanged? See "Instructions" tab for | |
| Discount Proof of Reasonableness(if applicable), and is" tab. | |
| l equal to or greater than discounts offered for other ss of discount? See "Instructions" tab for more | |
| as good as or better than what was originally awarded? | |
| nce with the "Instructions" tab? | |
| e requested in accordance with the "Instructions" tab? | |
| CLUDE products that were not awarded to the Contractor | |
| ervices? See "Instructions" tab for more information. | |
| o have completed the action they confirmed "YES" to. If Contractor answers did NOT submit the required documentation as indicated, Contractor's request s the right to give first consideration to substantially complete submissions, as | |