



Office of General Services Procurement Services

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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 (April 25, 2025)
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 : Bradford Deforge Title : Contract Management Specialist I Phone : 518-473-3876 E-mail : ogs.sm.ps.furniture@ogs.ny.gov Name : Alyssa Nolte Title : Contract Management Specialist I Phone : 518-473-1863 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)

2091523295ra10

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC70151	9 to 5 Seating, LLC* 3211 Jack Northrop Avenue Hawthorne, CA 90250	812-766-3736	Federal ID 84-3720624 Vendor ID 1100263571
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
PC70158	Allsteel LLC* 600 East 2nd Street Muscatine, IA 52761-5257	416-316-7209	Federal ID 36-0717079 Vendor ID 1000009164
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
PC70160	Amcase, Inc. 2214 Shore Street High Point, NC 27263	336-784-5992	Federal ID 56-1443271 Vendor ID 1000009507
PC70161 MBE	AmTab Manufacturing Corporation 600 Eagle Drive Bensenville, IL 60106	630-301-7600	Federal ID 20-5211622 Vendor ID 1100081030
PC70162	Appalachian University Systems, Inc. D/B/A Smarter Furnishings 150 Commercial Ct. Alabaster, AL 35007	205-621-2502	Federal ID 63-1238956 Vendor ID 1100294055

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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
PC70168	Aurora Storage Products, Inc. 600 S. Lake Street Aurora, IL 60506	630-966-7504	Federal ID 27-3848171 Vendor ID 1100049311
PC70169	Bayview Industries, Inc. D/B/A SurfaceWorks 7821 S 10th St Oak Creek, WI 53154	414-570-2677	Federal ID 39-0874653 Vendor ID 1100210979
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
PC70172	BRC Business Enterprises Limited 24 Armstrong Ave Georgetown, ON L7G 4R9	416-316-7209	Federal ID 98-0572686 Vendor ID 1100295963
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

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PC70177	Columbia Manufacturing, Inc. One Cycle Street Westfield, MA 01085	413-562-3664	Federal ID 84-3228219 Vendor ID 1100271728
PC70179	Community Products, LLC D/B/A Community Playthings PO Box 2 Ulster Park, NY 12487	800-777-4244	Federal ID 14-1803009 Vendor ID 1000014386
PC70180	Computer Comforts, Inc. 367 Columbia Memorial Parkway Kemah, TX 77565	281-535-2288	Federal ID 76-0463011 Vendor ID 1000009682
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
PC70186	DCI, Inc. 265 South Main Street Lisbon, NH 03585	603-838-6544 Ext 603	Federal ID 02-0353614 Vendor ID 1000010914
PC70187	Demco, Inc.* 4810 Forest Run Rd Madison, WI 53704	866-558-9068	Federal ID 39-1311089 Vendor ID 1000031618
PC70188	Ditto Sales, Inc. D/B/A Versteel 2332 Cathy Lane Jasper, IN 47546	812-481-7956	Federal ID 35-1176142 Vendor ID 1000009152
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

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PC70191	Ecologic Industries, LLC D/B/A Ecologic Furniture* 2341 Ernie Krueger Circle Waukegan, IL 60087	847-234-5855	Federal ID 26-2200106 Vendor ID 1100043025
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
PC70198	Fellowes Inc. 1789 Norwood Ave. Itasca, IL 60143	812-639-8141	Federal ID 36-0770670 Vendor ID 1000031405
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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PC70204	Groupe Lacasse LLC 222 Merchandise Mart Plaza, Suite 1000 Chicago, IL 60654-1103	888-522-2773	Federal ID 38-3504222 Vendor ID 1000009256
PC70205	Hancock & Moore, LLC D/B/A Cabot Wrenn* 401 11 th Street N.W. Hickory, NC 28601	828-326-8236	Federal ID 46-2232330 Vendor ID 1100157766
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
PC70207	Haworth, Inc. One Haworth Center Holland, MI 49423	616-393-3000	Federal ID 38-6053093 Vendor ID 1000009261
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
PC70211	HLF Furniture Inc. 44001 Van Born Rd. Belleville, MI 48111	734-697-3000	Federal ID 38-2275260 Vendor ID 1100044770
PC70212	Human Active Technology 100 Kuebler Rd Easton, PA 18040	603-331-4051	Federal ID 80-0947636 Vendor ID 1100207865
PC70213	Humanscale Corporation 220 Circle Drive North Piscataway, NJ 08854	732-537-2944	Federal ID 11-2793425 Vendor ID 1000005781
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
PC70216	Interior Concepts Corp. 18525 Trimble Court Spring Lake, MI 49456	614-266-4030	Federal ID 38-3071703 Vendor ID 1100296387

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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
PC70221	John Savoy & Son Inc DBA Savoy Contract Furniture 300 Howard Street, PO Box 248 Montoursville, PA 17754	570-368-2424	Federal ID 24-0817525 Vendor ID 1000008973
PC70222	Jonti-Craft, Inc. 171 Hwy 68 Wabasso, MN 56293	507-342-6070	Federal ID 41-1363704 Vendor ID 1000019658
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
PC70226	Kimball Int'l Brands Inc. 1600 Royal Street Jasper, IN 47546	812-634-3013	Federal ID 35-1688210 Vendor ID 1000009156
PC70227	KNU D/B/A La-Z-Boy Contract Furniture 824 W. 23 rd St Ferdinand, IN 47532	812-367-3007	Federal ID 20-2599789 Vendor ID 1100106929
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

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PC70230	Lakeshore Learning Materials, LLC 2695 E. Dominguez Street Carson, CA 90895	800-421-5354	Federal ID 94-1525814 Vendor ID 1000009785
PC70231	Leeder Furniture, LLC PO Box 2274 Manitowoc, WI 54221-2274	847-201-2000	Federal ID 87-2425774 Vendor ID 1100267003
PC70232	Leland International, Inc. 5695 Eagle Dr SE Grand Rapids, MI 49512	616-975-9260 Ext 101	Federal ID 38-3136374 Vendor ID 1100034477
PC70233	Lesro Industries, Inc. 1 Griffin Road South Bloomfield, CT 06002	860-243-3226	Federal ID 06-0898258 Vendor ID 1100101268
PC70234	LIAT, LLC 694 N Main Street Troutman, NC 28166	704-508-7040	Federal ID 27-0375847 Vendor ID 1000044678
PC70235	Mediatechnologies, LLC D/B/A Mediatechnologies 892 Industrial Park Drive Shelby, MI 49455	231-861-2194	Federal ID 87-3322331 Vendor ID 1100270665
PC70236	Merge Office Interiors, Inc. 1732 Universal City Blvd, Suite 101 Universal City, TX 78148	210-988-1336	Federal ID 41-2113919 Vendor ID 1100229025
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
PC70238	Foliot Furniture Pacific, Inc. 7000 Placid Street Las Vegas, NV 89119	800-545-5575 Ext 333	Federal ID 42-1769776 Vendor ID 1100228940
PC70239	MiEN Company, Inc. 2547 3 Mile Rd Ste F Grand Rapids, MI 49534	814-342-7000	Federal ID 45-1451810 Vendor ID 1100209170
PC70240	Mitylite, Inc. 1301 West 400 North Orem, UT 84057	800-362-5169	Federal ID 87-0652595 Vendor ID 1000009754
PC70241	MillerKnoll, Inc. 855 East Main Avenue Zeeland, MI 49464	617-347-6701	Federal ID 38-0837640 Vendor ID 1000009239
PC70242	Mobilier du Bureau D/B/A Logiflex 1235 ch St-Roch Nord Sherbrooke, QC J1N 0H2	877-864-9323 Ext 246	Federal ID 98-0196946 Vendor ID 1000005165

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PC70243	Moduform Inc. 172 Industrial Rd. Fitchburg, MA 01420	978-345-7942	Federal ID 04-2592969 Vendor ID 1000005256
PC70244	MooreCo, Inc. 2885 Lorraine Avenue Temple, TX 76501	800-749-2258	Federal ID 26-1162929 Vendor ID 1100188138
PC70245	Neutral Posture, Inc. 3904 N. Texas Ave. Bryan, TX 77803	979-778-0502 Ext 1011	Federal ID 74-2983577 Vendor ID 1000009655
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
PC70247	Nickerson NY, LLC 11 Moffitt Boulevard Bay Shore, NY 11706	631-666-0200 Ext 230	Federal ID 06-0905538 Vendor ID 1000005344
PC70248	Nightingale Corp. 2301 Dixie Rd Mississauga, ON L4Y 1Z9	800-363-8954 Ext 303	Federal ID 98-0383583 Vendor ID 1000009839
PC70249	Norix Group, Inc. One Innovation Drive West Chicago, IL 60185	630-231-1331	Federal ID 36-3257149 Vendor ID 1000009196
PC70250	NOVA Solutions, Inc. 421 Industrial Ave Effingham, IL 62401	217-342-7070 Ext 242	Federal ID 37-1343933 Vendor ID 1000009228
PC70251	NPS Public Furniture Corp 149 Entin Road Clifton, NJ 07014	973-594-1100 Ext 154	Federal ID 45-1219535 Vendor ID 1100019951
PC70252	Office Master Inc 1110 South Mildred Avenue Ontario, CA 91761	909-392-5678	Federal ID 33-0151691 Vendor ID 1100037288
PC70253	OFS Brands, Inc. 1204 East Sixth Street Huntingburg, IN 47542	336-870-4050	Federal ID 30-0056548 Vendor ID 1000009065
PC70254	Palmer Hamilton LLC 143 S. Jackson Street Elkhorn, WI 53121	800-788-1028 Ext 919	Federal ID 20-1201862 Vendor ID 1100046040
PC70255	Palmieri Furniture LTD 1230 Reid Street Richmond Hill, ON L4B 1C4	800-413-4440 Ext 23	Federal ID 98-1171895 Vendor ID 1100014358
PC70256	Paragon Furniture, Inc. 2224 E Randol Mill Rd Arlington, TX 76011	814-342-7000	Federal ID 75-1986305 Vendor ID 1100270372

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PC70257	Pineapple Contracts, Inc. 7105 19 Mile Rd Sterling, MI 48314	800-496-9324	Federal ID 82-2846564 Vendor ID 1100210769
PC70258	PS Furniture, Inc. 1339 West Mequon Rd, Suite 215 Mequon, WI 53092	262-302-4687	Federal ID 25-1590625 Vendor ID 1000042271
PC70259	Rapp Productions Inc. D/B/A FurnitureLab 103 W Weaver St Carrboro, NC 27510	919-913-0270	Federal ID 56-1806405 Vendor ID 1100043404
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
PC70262	Sandler Seating, Inc. 1201 Peachtree NE, Ste 1625 Atlanta, GA 30361	404-982-9000	Federal ID 58-2407352 Vendor ID 1100210016
PC70263	Sauder Manufacturing Co. D/B/A Wieland, Sauder Education, Butler Human Services 930 West Barre Rd Archbold, OH 43502	888-943-5263 Ext 1228	Federal ID 34-4407705 Vendor ID 1000009140
PC70264	Scholar Craft Products, Inc. PO Box 170748 1 Scholar Craft Parkway Birmingham, AL 35217	205-243-9532	Federal ID 63-0835284 Vendor ID 1000009610
PC70265	School Outfitters, LLC 3736 Regent Ave Cincinnati, OH 45212	800-260-2776	Federal ID 61-1341943 Vendor ID 1000018398
PC70266	School Specialty, LLC PO Box 1579 Appleton, WI 54912	888-388-3224	Federal ID 85-2162684 Vendor ID 1100257675
PC70267 WBE SBE	Seating, Inc. 60 N. State Street Nunda, NY 14517	814-342-7000	Federal ID 16-1344044 Vendor ID 1000008061
PC70268	Sedia Systems Inc 1820 W Hubbard St, Suite 225 Chicago, IL 60622	312-212-8010	Federal ID 20-2278815 Vendor ID 1000052711
PC70269	Senator International, Inc. D/B/A Allermuir 4111 N. Jerome Road Maumee, OH 43537	419-887-5806	Federal ID 20-8744510 Vendor ID 1100016625

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PC70270	Series USA LLC 2090 NE 30th Ave Suite 901 Miami, FL 33180	305-932-4626	Federal ID 26-2727588 Vendor ID 1100297165
PC70271	SICO America, Inc. 7525 Cahill Road Minneapolis, MN 55439	952-941-1700	Federal ID 41-1763365 Vendor ID 1100004186
PC70272	Exemplis, LLC* 6415 Katella Avenue Cypress, CA 90630	714-995-4800	Federal ID 33-0697684 Vendor ID 1000009099
PC70273	Smith System Manufacturing Company, Inc. 1150 Luna Rd Carrollton, TX 75006	972-398-4067	Federal ID 41-1424908 Vendor ID 1100027322
PC70274	Source International Corp. 400 Norris Glen Rd Toronto, ON M9C 1H5	416-253-2526	Federal ID 04-2752053 Vendor ID 1000005264
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
PC70280	Stance Healthcare, Inc. 45 Goodrich Drive Kitchener, ON N2C 0B8	519-896-2400 Ext 222	Federal ID 98-1053988 Vendor ID 1100218541
PC70281	Steelcase, Inc. 901 44 th Street SE Grand Rapids, MI 49508	917-709-0732	Federal ID 38-0819050 Vendor ID 1000009238
PC70282	Stylex, Inc. PO Box 5038 Delanco, NJ 08075	800-257-5742	Federal ID 21-0632589 Vendor ID 1000008694
PC70283	Swiftspace, Inc. 825 Trillium Dr Kitchener, ON N2R 1J9	519-573-5673	Federal ID 98-1118042 Vendor ID 1100174093

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PC70284	Tayco Office Furnishings, Inc. 400 Norris Glen Rd Toronto, ON M9C 1H5	416-253-2526	Federal ID 98-1700651 Vendor ID 1100295624
PC70285	Teknion, LLC 302 Fellowship Road, Suite 110 Mt. Laurel, NJ 08054	856-552-5503	Federal ID 22-3785040 Vendor ID 1000008872
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
PC70289	Toledo Furniture, Inc. PO Box 18360 Stroudsburg, PA 18360	570-269-7135	Federal ID 22-3833777 Vendor ID 1100101398
PC70290	Transformations by Wieland Inc 310 Racquet Drive Fort Wayne, IN 46825	260-267-9578	Federal ID 35-2014386 Vendor ID 1000053000
PC70291 MBE	Trinity Furniture, Inc. 6089 Kennedy Road Trinity, NC 27370	336-472-6660	Federal ID 56-1414163 Vendor ID 1100045809
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
PC70296	WB Mason Company Inc. 29 Mill St. Albany, NY 12204	888-926-2766 Ext 8174	Federal ID 04-2455641 Vendor ID 1000011030
PC70297	Wenger Corporation 555 Park Drive Owatonna, MN 55060-0448	800-493-6437 Ext 8550	Federal ID 41-0759858 Vendor ID 1100003595

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PC70298	Workrite Ergonomics Canada, Inc. 950 Warden Avenue Toronto, ON M1L 4E3	571-565-5077	Federal ID 98-1318097 Vendor ID 1100176285
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*9 to 5 Seating, LLC is a disregarded entity of Flokk, LLC (Parent/Owner). Flokk, LLC's Employer Identification Number is 84-3698834. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. 9 to 5 Seating, LLC is the entity who holds Contract PC70151, is fully responsible for the performance of duties under Contract PC70151. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Allsteel, LLC is a disregarded entity of HNI Workplace Furnishings, LLC (Parent/Owner). HNI Workplace Furnishings, LLC's Employer Identification Number is 36-0717079. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Allsteel, LLC is the entity who holds Contract PC70158, is fully responsible for the performance of duties under Contract PC70158. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Demco, Inc. is a disregarded entity of Wall Family Enterprise, Inc. (Parent/Owner). Wall Family Enterprise, Inc.'s Employer Identification Number is 20-8230779. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Demco, Inc. is the entity who holds Contract PC70187, is fully responsible for the performance of duties under Contract PC70187. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Ecologic Industries, LLC D/B/A Ecologic Furniture is a disregarded entity of Ecologic Industries DE, LLC. (Parent/Owner). Ecologic Industries DE, LLC's Employer Identification Number is 27-3650418. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Ecologic Industries, LLC D/B/A Ecologic Furniture is the entity who holds Contract PC70191, is fully responsible for the performance of duties under Contract PC70191. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Hancock & Moore, LLC D/B/A Cabot Wrenn is a disregarded entity of RHF Investments, Inc. (Parent/Owner). RHF Investments, Inc.'s Employer Identification Number is 46-2232330. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Hancock & Moore, LLC D/B/A Cabot Wrenn is the entity who holds Contract PC70205, is fully responsible for the performance of duties under Contract PC70205. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Exemplis, LLC is a disregarded entity of Seating Intermediate Holdings, LLC (Parent/Owner). Seating Intermediate Holdings, LLC's Employer Identification Number is 47-3083740. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Exemplis, LLC is the entity who holds Contract PC70272, is fully responsible for the performance of duties under Contract PC70272. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*The HON Company, LLC is a disregarded entity of HNI Workplace Furnishings, LLC (Parent/Owner). HNI Workplace Furnishings, LLC's Employer Identification Number is 92-0336532. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. The HON Company, LLC is the entity who holds Contract PC70286, is fully responsible for the performance of duties under Contract PC70286. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

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

(continued)

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:

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

Contract Award Notification Update

Subject: Authorized Reseller List Update

DATE: May 28, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70284 **CONTRACTOR:** Tayco Office Furnishings, Inc.

Effective immediately, the Contractor below has updated their Authorized Reseller List.

PC70284	Tayco Office Furnishings, Inc.
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Please see the Contractor Information Summary page for this update.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: May 23, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70255	Palmieri Furniture LTD
PC70257	Pineapple Contracts, Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70255	Palmieri Furniture LTD
PC70257	Pineapple Contracts, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Authorized Reseller List, Contractor Information and Price List Updates

DATE: May 16, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Authorized Reseller List.

PC70228	Kreuger International, Inc. D/B/A KI
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Effective immediately, the Contractor below has updated their Contractor Information Page.

PC70272	Exemplis, LLC
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Effective immediately, the Contractor below has updated their Price List.

PC70272	Exemplis, LLC
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Authorized Reseller List, Contractor Information and Price List Updates

DATE: May 13, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Reseller List.

PC70224	Keilhauer LTD
PC70253	OFS Brands, Inc.

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70182	Custom Educational Furnishings, LLC D/B/A CEF
PC70207	Haworth, Inc
PC70224	Keilhauer LTD

Effective immediately, the Contractors below have updated their Price List.

PC70182	Custom Educational Furnishings, LLC D/B/A CEF
PC70207	Haworth, Inc
PC70224	Keilhauer LTD

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: May 2, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70190	DSI Industries, Inc. D/B/A OFGO Studio
PC70220	JMJS, Inc. D/B/A COE Distributing
PC70225	KFI Furniture, LLC
PC70252	Office Master, Inc.
PC70261	R.T. London Company
PC70280	Stance Healthcare, Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70190	DSI Industries, Inc. D/B/A OFGO Studio
PC70220	JMJS, Inc. D/B/A COE Distributing
PC70225	KFI Furniture, LLC

PC70252	Office Master, Inc.
PC70261	R.T. London Company
PC70280	Stance Healthcare, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdffdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Authorized Reseller List Updates

DATE: April 30, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Resellers Lists.

PC70151	9 to 5 Seating, LLC
PC70154	Affordable Interior Systems, Inc.
PC70155	Agati, Inc.
PC70159	Alumni Classroom Furniture, Inc.
PC70161	AmTab Manufacturing Corporation
PC70163	Arcadia Chair Company
PC70166	Artopex, Inc.
PC70167	ASSA Group D/B/A Enwork
PC70170	BiotFit Engineered Products, LP
PC70177	Columbia Manufacturing, Inc.

PC70182	Custom Educational Furnishings, LLC D/B/A CEF
PC70184	DARRAN Furniture Industries, Inc.
PC70185	Datum Filing Systems, Inc. D/B/A Datum Storage Solutions
PC70188	Ditto Sales, Inc. D/B/A Versteel
PC70189	Diversified Woodcrafts, Inc.
PC70190	DSI Industries, Inc. D/B/A OFGO Studio
PC70195	Ergonom Corporations D/B/A ERG International
PC70196	Fairway Holdings, Inc. D/B/A Berco Designs
PC70197	FE Hale Manufacturing Company
PC70198	Fellowes, Inc.
PC70199	Fleetwood Group, Inc. D/B/A Fleetwood Furniture
PC70200	Fomcore, LLC
PC70203	Global Industries, Inc. D/B/A Global Furniture Group
PC70206	Haskell Office LLC D/B/A Haskell Education
PC70211	HLF Furniture, Inc.
PC70212	Human Active Technology
PC70214	Indiana Furniture Industries, Inc.
PC70219	Jasper Seating Company, Inc. D/B/A JSI/Jasper Group

PC70220	JMJS, Inc. D/B/A COE Distributing
PC70222	Jonti-Craft, Inc.
PC70225	KFI Furniture, LLC
PC70226	Kimball International Brands, Inc.
PC70228	Krueger International, Inc.
PC70229	Krug, Inc.
PC70233	Lesro Industries, Inc.
PC70237	Metalworks, Inc. D/B/A Great Openings
PC70239	MiEN Company, Inc.
PC70242	Mobilier du Bureau D/B/A Logiflex
PC70243	Moduform Inc.
PC70244	MooreCo, Inc.
PC70251	NPS Public Furniture Corp.
PC70252	Office Master, Inc.
PC70253	OFS Brands, Inc.
PC70254	Palmer Hamilton LLC
PC70255	Palmieri Furniture LTD
PC70256	Paragon Furniture, Inc.

PC70259	Rapp Productions Inc. D/B/A FurnitureLab
PC70260	Raynor Marketing Limited
PC70267	Seating, Inc.
PC70269	Senator International, Inc. D/B/A Allermuir
PC70273	Smith System Manufacturing Company, Inc.
PC70277	Spec Furniture, Inc.
PC70278	Special-T, LLC
PC70280	Stance Healthcare, Inc.
PC70282	Stylex, Inc.
PC70287	Three-H Furniture Systems Limited
PC70291	Trinity Furniture, Inc.
PC70292	Tristate Apartment Furnishers, LLC
PC70295	WB Manufacturing, LLC
PC70297	Wenger Corporation

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contract Assignment, Contractor Information and Price List Updates

DATE: April 25, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the contract (PC70217) Interior Resources USA, LLC has been formally assigned to Foliot Furniture Pacific, Inc. (PC70238). All information for Interior Resources USA, LLC has been removed from the website and new purchase orders must be addressed to Foliot Furniture Pacific, Inc. The new information is as follows:

PC70238	Foliot Furniture Pacific, Inc. 7000 Placid Street, Las Vegas, NV 89119 FEIN#: 42-1769776 NYS Vendor ID#: 1100228940
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Effective immediately, the Contractor below has updated their Contractor Information Page.

PC70251	NPS Public Furniture Corp D/B/A National Public Seating
PC70268	Sedia Systems Inc.
PC70281	Steelcase, Inc.

Effective immediately, the Contractor below has updated their Price List.

PC70251	NPS Public Furniture Corp D/B/A National Public Seating
PC70268	Sedia Systems Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: April 21, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractor below has updated their Contractor Information Page.

PC70189	Diversified Woodcrafts, Inc
PC70250	NOVA Solutions, Inc.
PC70277	Spec Furniture, Inc.

Effective immediately, the Contractor below has updated their Price List.

PC70189	Diversified Woodcrafts, Inc
PC70250	NOVA Solutions, Inc.
PC70277	Spec Furniture, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

Questions pertaining to these changes should be directed to the OGS contract manager 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: Contractor Information and Price List Updates

DATE: April 11, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70243

CONTRACTOR: Moduform Inc.

Effective immediately, the Contractor below has updated their Contractor Information Page.

PC70243	Moduform Inc.
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Effective immediately, the Contractor below has updated their Price List.

PC70243	Moduform Inc.
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

Questions pertaining to these changes should be directed to the OGS contract manager 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: Contractor Information and Price List Updates

DATE: April 4, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70212	Human Active Technology
PC70236	Merge Office Interiors, Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70212	Human Active Technology
PC70236	Merge Office Interiors, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

Questions pertaining to these changes should be directed to the OGS contract manager 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: Contractor Information Update

DATE: March 28, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70211

CONTRACTOR: HLF Furniture, Inc.

Effective immediately, the Contractor below has updated their Contractor Information Page.

PC70211	HLF Furniture, Inc.
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Please see the Contractor Information Summary page for this update.

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

Questions pertaining to these changes should be directed to the OGS contract manager 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: Contractor Information and Price List Updates

DATE: March 21, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70198	Fellowes, Inc.
PC70235	Mediatechnologies, LLC D/B/A Mediatechnologies

Effective immediately, the Contractors below have updated their Price List.

PC70198	Fellowes, Inc.
PC70235	Mediatechnologies, LLC D/B/A Mediatechnologies

Please see the Contractor Information Summary page for these updates.

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

Questions pertaining to these changes should be directed to the OGS contract manager 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: Contractor Information, Price List, and Authorized Reseller List Updates

DATE: March 14, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70157	Allseating Corporation
PC70159	Alumni Classroom Furniture, Inc.
PC70242	Mobilier du Bureau D/B/A Logiflex

Effective immediately, the Contractors below have updated their Price List.

PC70157	Allseating Corporation
PC70159	Alumni Classroom Furniture, Inc.
PC70242	Mobilier du Bureau D/B/A Logiflex

Effective immediately, the Contractors below have updated their Authorized Reseller List.

PC70184	DARRAN Furniture Industries, Inc.
PC70219	Jasper Seating Company, Inc. D/B/A JSI/Jasper Group

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: March 7, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70154	Affordable Interior Systems, Inc.
PC70208	Hertz Furniture Systems LLC
PC70254	Palmer Hamilton LLC

Effective immediately, the Contractors below have updated their Price List.

PC70154	Affordable Interior Systems, Inc.
PC70208	Hertz Furniture Systems LLC
PC70248	Nightingale Corp.
PC70254	Palmer Hamilton LLC

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdffdocs/2091523295ContractorInfo.pdf>

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

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

2091523295p61.docx



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Contract Award Notification Update

Subject: Contractor Information, Price List, and Authorized Reseller List Updates

DATE: February 28, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70244	MooreCo, Inc.
PC70294	VS America, Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70244	MooreCo, Inc.
PC70294	VS America, Inc.

Effective immediately, the Contractor below has updated their Authorized Reseller List.

PC70200	Fomcore, LLC
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Update

DATE: February 25, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70240

CONTRACTOR: Mitylite, Inc.

Effective immediately, the Contractor below has updated their Price List.

PC70240	Mitylite, Inc.
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: February 21, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Page.

PC70271	SICO America, Inc.
PC70289	Toledo Furniture, Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70271	SICO America, Inc.
PC70289	Toledo Furniture, Inc.
PC70296	WB Manufacturing, LLC

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdffdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Contractor Information, Price List and Authorized Reseller List Updates

DATE: February 14, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Pages.

PC70237	Metalworks, Inc. D/B/A Great Openings
PC70184	DARRAN Furniture Industries, Inc.

Effective immediately, the Contractors below have updated their Price Lists.

PC70237	Metalworks, Inc. D/B/A Great Openings
PC70184	DARRAN Furniture Industries, Inc.
PC70240	MityLite Inc.

Effective immediately, the Contractor below has updated their Authorized Reseller List.

PC70151	9 to 5 Seating, LLC
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information, Price List and Authorized Reseller List Updates

DATE: February 7, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Pages.

PC70179	Community Products, LLC dba Community Playthings
PC70198	Fellowes, Inc.
PC70276	Spacesaver Storage Systems, Inc.

Effective immediately, the Contractors below have updated their Price Lists.

PC70158	Allsteel, LLC
PC70179	Community Products, LLC dba Community Playthings
PC70276	Spacesaver Storage Systems, Inc.

Effective immediately, the Contractor below has updated their Authorized Reseller List.

PC70236	Merge Office Interiors, Inc.
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information, Price List and Authorized Reseller List Updates

DATE: February 3, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Pages.

PC70158	Allsteel LLC
PC70197	FE Hale Manufacturing Company
PC70240	MityLite Inc.

Effective immediately, the Contractors below have updated their Price Lists.

PC70158	Allsteel LLC
PC70197	FE Hale Manufacturing Company
PC70240	MityLite Inc.

Effective immediately, the Contractors below have updated their Authorized Resellers Lists.

PC70286	The HON Company, LLC
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Contractor Information, Price List and Authorized Reseller List Updates

DATE: January 24, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information Pages.

PC70166	Artopex, Inc.
PC70247	Nickerson NY, LLC
PC70273	Smith System Manufacturing Company, Inc.

Effective immediately, the Contractors below have updated their Price Lists.

PC70166	Artopex, Inc.
PC70225	Keilhauer LTD
PC70273	Smith System Manufacturing Company, Inc.

Effective immediately, the Contractors below have updated their Authorized Resellers Lists.

PC70164	Arconas Corporation
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PC70166	Artopex, Inc.
PC70170	BioFit Engineered Products, LP
PC70184	DARRAN Furniture Industries, Inc.
PC70188	Ditto Sales, Inc. D/B/A Versteel
PC70189	Diversified Woodcrafts, Inc.
PC70193	Eminence Group, Inc. D/B/A ERG International
PC70195	Ergonom Group, Inc. D/B/A Colecraft Commercial Furnishings
PC70198	Fellowes, Inc.
PC70203	Global Industries, Inc. D/B/A Global Furniture Group
PC70218	IOF Business Furniture Manufacturing, Inc.
PC70222	Jonti-Craft, Inc.
PC70243	Moduform Inc.
PC70250	NOVA Solutions, Inc.
PC70267	Seating, Inc.
PC70282	Stylex, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Authorized Reseller List Updates

DATE: January 21, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Authorized Resellers Lists.

PC70155	Agati, Inc.
PC70156	Allied Plastics, Inc.
PC70163	Arcadia Chair Company
PC70166	Artopex, Inc.
PC70167	ASSA Group D/B/A Enwork
PC70170	BiotFit Engineered Products, LP
PC70184	DARRAN Furniture Industries, Inc.
PC70185	Datum Filing Systems, Inc. D/B/A Datum Storage Solutions
PC70188	Ditto Sales, Inc. D/B/A Versteel
PC70189	Diversified Woodcrafts, Inc.

PC70193	Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings
PC70195	Ergonom Corporations D/B/A ERG International
PC70272	Exemplis, LLC
PC70197	FE Hale Manufacturing Company
PC70198	Fellowes, Inc.
PC70200	Fomcore, LLC
PC70203	Global Industries, Inc. D/B/A Global Furniture Group
PC70207	Haworth, Inc.
PC70213	Humanscale Corporation
PC70214	Indiana Furniture Industries, Inc.
PC70218	IOF Business Furniture Manufacturing, Inc.
PC70220	JMJS, Inc. D/B/A COE Distributing
PC70222	Jonti-Craft, Inc.
PC70227	KNU D/B/A La-Z-Boy Contract Furniture
PC70229	Krug, Inc.
PC70233	Lesro Industries, Inc.
PC70236	Merge Office Interiors, Inc.
PC70239	MiEN Company, Inc.

PC70244	MooreCo, Inc.
PC70250	NOVA Solutions, Inc.
PC70251	NPS Public Furniture Corp.
PC70252	Office Master, Inc.
PC70253	OFS Brands, Inc.
PC70255	Palmieri Furniture LTD
PC70263	Sauder Manufacturing Co. D/B/A Wieland Healthcare, Sauder Education, Butler Human Services
PC70267	Seating, Inc.
PC70277	Spec Furniture, Inc.
PC70278	Special-T, LLC
PC70280	Stance Healthcare, Inc.
PC70287	Three-H Furniture Systems Limited
PC70288	TMC Furniture, Inc.
PC70291	Trinity Furniture, Inc.
PC70293	Via, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: January 17, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70228	Krueger International, Inc.
PC70236	Merge Office Interiors, Inc.
PC70247	Nickerson NY, LLC
PC70253	OFS Brands, Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70228	Krueger International, Inc.
PC70247	Nickerson NY, LLC
PC70253	OFS Brands, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: January 10, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70193	Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings
PC70195	Ergonom Corporations D/B/A ERG International
PC70210	Highpoint Furniture Industries, Inc.
PC70214	Indiana Furniture Industries, Inc.
PC70229	Krug, Inc.
PC70233	Lesro Industries, Inc.
PC70241	MillerKnoll, Inc.
PC70296	WB Manufacturing, LLC

Effective immediately, the Contractors below have updated their Price List.

PC70193	Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings
PC70195	Ergonom Corporations D/B/A ERG International

PC70210	Highpoint Furniture Industries, Inc.
PC70229	Krug, Inc.
PC70233	Lesro Industries, Inc.
PC70296	WB Manufacturing, LLC

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Authorized Reseller Update

DATE: January 3, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70159

CONTRACTOR: BioFit Engineered Products, LP

Effective immediately, the Contractor below has updated their Authorized Reseller List.

PC70159	BioFit Engineered Products, LP
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Please see the Contractor Information Summary page for this update.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: January 3, 2025

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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70151	9 to 5 Seating, LLC
PC70200	Fomcore, LLC
PC70239	MiEN Company, Inc.
PC70290	Transformations by Wieland Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70151	9 to 5 Seating, LLC
PC70200	Fomcore, LLC
PC70239	MiEN Company, Inc.
PC70290	Transformations by Wieland Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: December 27, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70180
PC70251

CONTRACTOR: Computer Comforts, Inc.
NPS Public Furniture Corp.

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70180	Computer Comforts, Inc.
PC70251	NPS Public Furniture Corp.

Effective immediately, the Contractors below have updated their Price List.

PC70180	Computer Comforts, Inc.
PC70251	NPS Public Furniture Corp.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information, Price List and Authorized Reseller List Updates

DATE: December 20, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.:	PC70168	CONTRACTOR:	Aurora Storage Products, Inc.
	PC70213		Haworth, Inc.
	PC70278		Special-T, LLC

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70168	Aurora Storage Products, Inc.
PC70278	Special-T, LLC

Effective immediately, the Contractors below have updated their Price List.

PC70168	Aurora Storage Products, Inc.
PC70278	Special-T, LLC

Effective immediately, the Contractor below has updated their Authorized Reseller List.

PC70207	Haworth, Inc.
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Contractor Information, Price List and Authorized Reseller List Updates

DATE: December 13, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.:	PC70156	CONTRACTOR:	Allied Plastics, Inc.
	PC70213		Humanscale Corporation
	PC70174		Bush Industries, Inc. D/B/A
	PC70256		eSolutions Furniture
			Paragon Furniture, Inc.

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70156	Allied Plastics, Inc.
PC70213	Humanscale Corporation
PC70174	Bush Industries, Inc. D/B/A eSolutions Furniture
PC70256	Paragon Furniture, Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70156	Allied Plastics, Inc.
PC70174	Bush Industries, Inc. D/B/A eSolutions Furniture
PC70256	Paragon Furniture, Inc

Effective immediately, the Contractor below has updated their Authorized Reseller List.

PC70213	Humanscale Corporation
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Award Document, Contractor Information and Price List Updates

DATE: December 10, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70227
PC70241

CONTRACTOR: KNU D/B/A La-Z-Boy Contract Furniture
MillerKnoll, Inc.

The Award Document has been updated to reflect the new contract managers that replaced the previous contract manager on October 18, 2024.

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70227	KNU D/B/A La-Z-Boy Contract Furniture
PC70241	MillerKnoll, Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70227	KNU D/B/A La-Z-Boy Contract Furniture
PC70241	MillerKnoll, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: December 6, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.:	PC70162	CONTRACTOR:	Appalachian University Systems, Inc. dba Smarter
	PC70280		Furnishings
	PC70262		Sandler Seating, Inc.
			Stance Healthcare Inc.

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70162	Appalachian University Systems, Inc. dba Smarter Furnishings
PC70262	Sandler Seating, Inc.
PC70280	Stance Healthcare Inc.

Effective immediately, the Contractors below have updated their Price List.

PC70162	Appalachian University Systems, Inc. dba Smarter Furnishings
PC70262	Sandler Seating, Inc.
PC70280	Stance Healthcare Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

Questions pertaining to these changes should be directed to the OGS contract manager listed on the Award.
All other terms and conditions of the contract remain the same.



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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: November 27, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70212 **CONTRACTOR:** Human Active Technology, LLC
PC70220 JMJS, Inc. D/B/A COE Distributing

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70212	Human Active Technology, LLC
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Effective immediately, the Contractor below has updated their Price List.

PC70212	Human Active Technology, LLC
PC70220	JMJS, Inc., D/B/A COE Distributing

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: November 22, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70197
PC70263

CONTRACTOR: FE Hale Manufacturing Company
Sauder Manufacturing Co. D/B/A Wieland Healthcare,
Sauder Education, Butler Human Services

Effective immediately, the Contractors below have updated their Contractor Information page.

PC70197	FE Hale Manufacturing Company
PC70263	Sauder Manufacturing Co. D/B/A Wieland Healthcare, Sauder Education, Butler Human Services

Effective immediately, the Contractor below has updated their Price List.

PC70263	Sauder Manufacturing Co. D/B/A Wieland Healthcare, Sauder Education, Butler Human Services
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Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Updates

DATE: November 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: Bradford Deforge | 518-473-3876 | OGS.sm.PS.Furniture@ogs.ny.gov
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: Various

CONTRACTOR: Various

Effective immediately, the Contractors below have updated their Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70165	Artcobell Corporation
PC70272	Exemplis, LLC
PC70219	Jasper Seating Company, Inc. D/B/A JSI/Jasper Group
PC70226	Kimball International Brands, Inc.
PC70293	Via, Inc.

Please see the Contractor Information Summary page for these updates.
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Price List and Authorized Reseller Updates

DATE: November 1, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70285
PC70167

CONTRACTOR: Teknion, LLC
ASSA Group D/B/A Enwork

Please be advised that the below listed Contractor's Authorized Reseller List has been updated effective immediately.

PC70285	Teknion, LLC
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Effective immediately, the Contractor below has updated their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70167	ASSA Group D/B/A Enwork
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Price List and Contractor Information Updates

DATE: October 29, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70242 **CONTRACTOR:** Mobilier du Bureau D/B/A
Logiflex

Please be advised that the below listed Contractor's Price List and Contractor Information page have been updated, effective immediately. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70242	Mobilier du Bureau D/B/A Logiflex
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Price List Revision

DATE: October 25, 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
Alyssa Nolte | 518-473-1863 | OGS.sm.PS.Furniture@ogs.ny.gov

CONTRACT NO.: PC70266 **CONTRACTOR:** School Specialty, LLC

Please be advised that the below listed Contractor's Price List has been revised due to an error, effective immediately. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70266	School Specialty, LLC
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Authorized Reseller Update

DATE: October 23, 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 Contractor's Authorized Reseller List has been updated effective immediately.

PC70198	Fellowes, Inc.
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Contract Administrator, Contact Information, Authorized Reseller and Price List Updates

DATE: October 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.: Various

CONTRACTOR: Various

Effective immediately, Brad Deforge and Alyssa Nolte are the new OGS Contract Managers for Award #23295.

Brad Deforge	518-473-3876	OGS.sm.PS.Furniture@ogs.ny.gov
Alyssa Nolte	518-473-1863	OGS.sm.PS.Furniture@ogs.ny.gov

Effective immediately, the Contractors below have updated their Price Lists.

PC70161	AmTab Manufacturing Corporation
PC70171	Blockhouse Company, Inc.

Effective immediately, the Contractors below have updated their Contact and Supplemental Information Pages.

PC70169	Bay View Industries, Inc. D/B/A Surfaceworks
PC70228	Krueger International, Inc.

- 1- Bay View Industries, Inc. dba Surfaceworks has updated their Main Contact on their Contact and Supplemental Information Page.
- 2- Krueger International, Inc. has updated their Main Contact on their Contact and Supplemental Information Page.

Please be advised that the below listed Contractors' Authorized Reseller Lists have been updated effective immediately.

PC70151	9 to 5 Seating, LLC
PC70154	Affordable Interior Systems, Inc.
PC70157	Allseating Corporation
PC70162	Appalachian University Systems, Inc. D/B/A Smarter Furnishings
PC70164	Arconas Corporation
PC70169	Bay View Industries, Inc. D/B/A Surfaceworks
PC70170	BiotFit Engineered Products, LP
PC70174	Bush Industries, Inc. D/B/A eSolutions Furniture
PC70177	Columbia Manufacturing, Inc.
PC70183	Custom Educational Furnishings, LLC D/B/A CEF
PC70188	Ditto Sales, Inc. D/B/A Versteel
PC70189	Diversified Woodcrafts, Inc.
PC70196	Fairway Holdings, Inc, D/B/A Berco Designs
PC70198	Fellowes, Inc.
PC70200	Fomcore, LLC
PC70203	Global Industries, Inc. D/B/A Global Furniture Group

PC70204	Groupe Lacasse, LLC
PC70210	Highpoint Furniture Industries, Inc.
PC70214	Indiana Furniture Industries, Inc.
PC70218	IOF Business Furniture Manufacturing, Inc.
PC70219	Jasper Seating Company, Inc. D/B/A JSI/Jasper Group
PC70225	KFI Furniture, LLC
PC70226	Kimball International Brands, Inc.
PC70228	Krueger International, Inc.
PC70229	Krug, Inc.
PC70239	MiEN Company, Inc.
PC70242	Mobilier du Bureau D/B/A Logiflex
PC70244	MooreCo, Inc.
PC70245	Neutral Posture, Inc.
PC70249	Norix Group, Inc.
PC70256	Paragon Furniture, Inc.
PC70260	Raynor Marketing Limited
PC70262	Sandler Seating, Inc.
PC70277	Spec Furniture, Inc.

PC70279	Spectrum Industries, Inc.
PC70280	Stance Healthcare, Inc.
PC70282	Stylex, Inc.
PC70283	Swiftspace, Inc.
PC70285	Teknion, LLC
PC70287	Three-H Furniture Systems Limited
PC70291	Trinity Furniture, Inc.
PC70293	Via, Inc.
PC70295	WB Manufacturing, LLC
PC70297	Wenger Corporation

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdtdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Authorized Reseller and Price List Updates

DATE: October 9, 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 Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70199	Fleetwood Group, Inc. D/B/A Fleetwood Furniture
PC70204	Groupe Lacasse, LLC
PC70243	Moduform, Inc.

Please be advised that the below listed Contractors' Authorized Reseller Lists have been updated effective immediately.

PC70155	Agati, Inc.
PC70156	Allied Plastics, Inc.
PC70163	Arcadia Chair Company
PC70167	ASSA Group d/b/a Enwork
PC70174	Bush Industries, Inc. D/B/A eSolutions Furniture

PC70182	Custom Educational Furnishings, LLC d/b/a CEF
PC70183	Daco Limited Partnership D/B/A Dauphin
PC70184	DARRAN Furniture Industries, Inc.
PC70185	Datum Filing Systems, Inc. D/B/A Datum Storage Solutions
PC70188	Ditto Sales, Inc. D/B/A Versteel
PC70197	FE Hale Manufacturing Company
PC70199	Fleetwood Group, Inc. D/B/A Fleetwood Furniture
PC70200	Fomcore, LLC
PC70202	Furniture Pro Corp.
PC70203	Global Industries, Inc. D/B/A Global Furniture Group
PC70215	Integra, Inc. D/B/A Integra Seating
PC70218	IOF Business Furniture Manufacturing, Inc.
PC70220	JMJS, Inc. D/B/A COE Distributing
PC70222	Jonti-Craft, Inc.
PC70226	Kimball International Brands, Inc.
PC70239	MiEN Company, Inc.
PC70244	MooreCo, Inc.
PC70248	Nightingale Corp.

PC70252	Office Master, Inc.
PC70256	Paragon Furniture, Inc.
PC70267	Seating, Inc.
PC70289	Toledo Furniture, Inc.
PC70293	Via, Inc.
PC70294	VS America, Inc.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Updates

DATE: October 2, 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 Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70215	Integra, Inc. D/B/A Integra Seating
PC70244	MooreCo, Inc.
PC70249	Norix Group, Inc.
PC70286	The HON Company, LLC

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Updates

DATE: September 19, 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 corrected their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70249	Norix Group, Inc.
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1. The Price List has been updated to correct product “Rocksmart” that inadvertently was crossed out.

Effective immediately, the Contractor below has updated their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70266	School Specialty, LLC
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Updates

DATE: September 12, 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 corrected their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70281	Steelcase, Inc.
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1. The Price List has been updated to make the bookmarks more user friendly.

Effective immediately, the Contractors below have updated their Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70203	Global Industries, Inc. D/B/A Global Furniture Group
PC70290	Transformations by Wieland, Inc.

Please see the Contractor Information Summary page for these updates
<https://ogs.ny.gov/award-23295>

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

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



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Contract Award Notification Update

Subject: Price List & Contact Information Updates

DATE: September 6, 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 corrected their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70159	Alumni Classroom Furniture, Inc.
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1. The Price List has been updated to reflect the correct pricing for the AALC Storage Solutions product line. This was published with the incorrect pricing during their update.

Effective immediately, the Contractor below has updated their Contact Information on their Authorized Dealer Listing as well as their Contractor Information page.

PC70170	BioFit Engineered Products, LP
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Price List Updates

DATE: August 27, 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 Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70152	A2S, Inc.
PC70155	Agati, Inc.
PC70225	KFI Furniture, LLC
PC70237	Metalworks, Inc. D/B/A Great Openings
PC70273	Smith System Manufacturing Company, Inc.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Price List and Authorized Reseller Updates

DATE: August 16, 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 updated their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70179	Community Products, LLC D/B/A Community Playthings
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Please be advised that the below listed Contractors' Authorized Reseller Lists have been updated effective immediately.

PC70220	JMJS, Inc. D/B/A COE Distributing
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1. JMJS, Inc. D/B/A COE Distributing has corrected their Authorized Reseller List to allow CNY Office Furniture to receive payment. They also updated WB Mason's phone number. This was inadvertently left off of their update.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Price List Updates

DATE: August 09, 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 updated their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70163	Arcadia Chair Company
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Effective immediately, the Contractor below has corrected their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70257	Pineapple Contracts, Inc.
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1. The Notice to Authorized Users has been added to the price list for Pineapple Contracts, Inc. This was inadvertently left off with their update.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



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Contract Award Notification Update

Subject: Authorized Reseller, Contractor Information and Price List Updates

DATE: August 05, 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

Please be advised that effective immediately, the Contractor below has updated information on the Contractor Information Summary page.

PC70158	Allsteel, LLC
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1. Allsteel, LLC has been updated to show the FEIN of their parent company HNI Workplace Furnishings, LLC.

Effective immediately, the Contractors below have updated their Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70179	Community Products, LLC D/B/A Community Playthings
PC70261	R.T. London Company

Please be advised that the below listed Contractors' Authorized Reseller Lists have been updated effective immediately.

PC70154	Affordable Interior Systems, Inc.
PC70190	DSI Industries, Inc. D/B/A OFGO Studio
PC70219	Jasper Seating Company, Inc. D/B/A JSI/Jasper Group

PC70282	Stylex, Inc.
PC70285	Teknion, LLC
PC70286	The HON Company, LLC

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contractor Information and Price List Updates

DATE: July 24, 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

Please be advised that effective immediately, the Contractors below have updated information on the Contractor Information Summary page.

PC70187	Demco, Inc.*
PC70230	Lakeshore Learning Materials, LLC *

1. Demco, Inc. has been updated to show the FEIN of their parent company Wall Family Enterprise, Inc.
2. Lakeshore Learning Materials, LLC* has been updated to show the FEIN of their parent company, Lakeshore Parent LLC.

Effective immediately, the Contractors below have updated their Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70228	Krueger International, Inc.
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Authorized Reseller, Contractor Information and Price List Updates

DATE: July 19, 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

Please be advised that effective immediately, the Contractors below have updated information on the Contractor Information Summary page.

PC70228	Krueger International, Inc.
PC70230	Lakeshore Learning Materials, LLC *

1. Krueger International, Inc. has removed their D/B/A.
2. Lakeshore Learning Materials, LLC* has been updated to include that they are a disregarded entity of Lakeshore Parent LLC.

Effective immediately, the Contractors below have updated their Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70154	Affordable Interior Systems, Inc.
PC70281	Steelcase, Inc.
PC70283	Swiftspace, Inc.

Please be advised that the below listed Contractors' Authorized Reseller Lists have been updated effective immediately.

PC70154	Affordable Interior Systems, Inc.
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PC70155	Agati, Inc.
PC70272	Exemplis, LLC
PC70205	Hancock & Moore, LLC D/B/A Cabot Wrenn
PC70212	Human Active Technology
PC70213	Humanscale Corporation
PC70167	Integra, Inc. D/B/A Integra Seating
PC70219	Jasper Seating Company, Inc. D/B/A JSI/Jasper Group
PC70225	Keilhauer LTD
PC70228	Krueger International, Inc.
PC70236	Merge Office Interiors, Inc.
PC70237	Metalworks, Inc. D/B/A Great Openings
PC70242	Mobilier du Bureau D/B/A Logiflex
PC70260	Raynor Marketing Limited
PC70269	Senator International, Inc. D/B/A Allermuir
PC70273	Smith System Manufacturing Company, Inc.
PC70280	Stance Healthcare, Inc.
PC70284	Tayco Office Furnishings, Inc.
PC70285	Teknion, LLC

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List & Authorized Reseller Updates

DATE: July 12, 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 corrected their Price List. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70296	WB Mason Company, Inc.
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1. WB Mason Company, Inc's price list has been corrected to include all their product lines.

Effective immediately, the Contractors below have updated their Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70157	Allseating Corporation
PC70159	Alumni Classroom Furniture, Inc.
PC70160	Amcase, Inc.
PC70166	Artopex, Inc.
PC70190	DSI Industries, Inc. D/B/A OFGO Studio
PC70198	Fellowes, Inc.
PC70233	Lesro Industries, Inc.

PC70254	Palmer Hamilton, LLC
PC70257	Pineapple Contracts, Inc.

Please be advised that the below listed Contractors' Authorized Reseller Lists have been updated effective immediately.

PC70151	9 to 5 Seating, LLC
PC70152	A2S, Inc.
PC70155	Agati, Inc.
PC70160	Amcase, Inc.
PC70163	Arcadia Chair Company
PC70164	Arconas Corporation
PC70167	ASSA Group D/B/A Enwork
PC70170	BioFit Engineered Products, LP
PC70174	Bush Industries, Inc. D/B/A eSolutions Furniture
PC70180	Computer Comforts, Inc.
PC70182	Custom Educational Furnishings, LLC D/B/A CEF
PC70184	DARRAN Furniture Industries, Inc.
PC70185	Datum Filing Systems, Inc. D/B/A Datum Storage Solutions
PC70190	DSI Industries, Inc. D/B/A OFGO Studio
PC70195	Ergonom Corporations D/B/A ERG International

PC70197	FE Hale Manufacturing Company
PC70203	Global Industries, Inc. D/B/A Global Furniture Group
PC70207	Haworth, Inc.
PC70210	Highpoint Furniture Industries, Inc.
PC70214	Indiana Furniture Industries, Inc.
PC70220	JMJS, Inc. D/B/A COE Distributing
PC70225	KFI Furniture, LLC
PC70226	Kimball International Brands, Inc.
PC70228	Krueger International, Inc. D/B/A KI
PC70233	Lesro Industries, Inc.
PC70239	MiEN Company, Inc.
PC70244	MooreCo, Inc.
PC70251	NPS Public Furniture Corp.
PC70252	Office Master Inc.
PC70253	OFS Brands, Inc.
PC70254	Palmer Hamilton LLC
PC70256	Paragon Furniture, Inc.
PC70267	Seating, Inc.

PC70269	Senator International, Inc. D/B/A Allermuir
PC70275	Spacefile International Corp.
PC70278	Special-T, LLC
PC70281	Steelcase, Inc.
PC70283	Swiftspace, Inc.
PC70288	TMC Furniture, Inc.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: 8th Supplemental Award

DATE: July 08, 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.: PC70230
PC70240

CONTRACTOR: Lakeshore Learning Materials, LLC
Mitylite, Inc.

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

PC70230	Lakeshore Learning Materials, LLC
PC70240	Mitylite, Inc.

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.



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Contract Award Notification Update

Subject: Price List Updates

DATE: July 3, 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 Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70170	BioFit Engineered Products, LP
PC70208	Hertz Furniture Systems, LLC
PC70210	Highpoint Furniture Industries, Inc.
PC70213	Humanscale Corporation
PC70214	Indiana Furniture Industries, Inc.
PC70219	Jasper Seating Company, Inc. d/b/a JSI/Jasper Group
PC70249	Norix Group, Inc.
PC70252	Office Master, Inc.
PC70286	The HON Company, LLC
PC70288	TMC Furniture, Inc.

PC70291	Trinity Furniture, Inc.
PC70293	Via, Inc.
PC70294	VS America, Inc.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Updates

DATE: June 28, 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 Price Lists. Please note that only Price Lists posted on the OGS website are approved under the Contract.

PC70151	9 to 5 Seating, LLC
PC70156	Allied Plastics, Inc.
PC70158	Allsteel, LLC
PC70180	Computer Comforts, Inc.
PC70182	Custom Educational Furnishings, LLC d/b/a CEF
PC70195	Ergonom Corporations d/b/a ERG International
PC70200	Fomcore, LLC
PC70220	JMJS, Inc. d/b/a COE Distributing
PC70222	Jonti-Craft, Inc.
PC70226	Kimball International Brands, Inc.

PC70227	KNU d/b/a La-Z-Boy Contract Furniture
PC70239	MiEN Company, Inc.
PC70253	OFS Brands, Inc.
PC70256	Paragon Furniture, Inc.
PC70267	Seating, Inc.
PC70275	Spacefile International Corp.
PC70277	Spec Furniture, Inc.
PC70285	Teknion, LLC
PC70289	Toledo Furniture, Inc.
PC70296	WB Mason Company, Inc

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdffdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Authorized Reseller and Contractor Information Corrections

DATE: June 17, 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

Please be advised that effective immediately, the Contractors below have updated information on the Contractor Information Summary page.

PC70158	Allsteel, LLC
PC70203	Global Industries, Inc. D/B/A Global Furniture Group

1. Allsteel, LLC has corrected their NYS Vendor ID.
2. Global Industries, Inc. has corrected their address.

Please be advised that effective immediately, the below listed Contractors Authorized Reseller Lists have been revised.

PC70158	Allsteel, LLC
PC70231	Leeder Furniture, LLC

1. Allsteel, LLC has corrected their NYS Vendor ID.
2. Leeder Furniture, LLC has updated their Contact for Sales/Billing.

Please be advised that effective immediately, the below listed Contractors Contact Information pages have been revised.

PC70158	Allsteel, LLC
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PC70231	Leeder Furniture, LLC
PC70241	MillerKnoll, Inc.
PC70249	Norix Group, Inc.

1. Allsteel, LLC has corrected their NYS Vendor ID.
2. Leeder Furniture, LLC has updated their Contact for Sales/Billing.
3. MillerKnoll, Inc. has removed the Product Names under the Inside Delivery and Installation fields.
4. Norix Group, Inc. has corrected the dollar amount under their Volume Discounts from \$1,000,000 to \$100,000.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdtdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: 7th Supplemental Award

DATE: June 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.: PC70169
PC70179

CONTRACTOR: Bayview Industries, Inc. D/B/A
SurfaceWorks
Community Products, LLC D/B/A
Community Playthings

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

PC70169	Bayview Industries, Inc. D/B/A SurfaceWorks
PC70179	Community Products, LLC D/B/A Community Playthings

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

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Contract Award Notification Update

Subject: Authorized Reseller List Correction

DATE: May 31, 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.: PC70251

CONTRACTOR: NPS Public Furniture Corp

Please be advised that effective immediately, the below listed Contractors Authorized Reseller List has been revised to correct errors within the original posting.

PC70251	NPS Public Furniture Corp
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Price List Corrections

DATE: May 30, 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 made corrections to their Price Lists.

PC70212	Human Active Technology
PC70239	MiEN Company, Inc.

1. Human Active Technology has corrected their discount structure of 57% for all items to 60.7% for monitor arms and monitor arm accessories, and 66.8% for tables and table accessories.
2. MiEN has removed the following from their price list, which were included in error:
 - Mien 2023SC Price List
 - 2023 MiEN General Price List Q1-JAN
 - 2023 MiEN General Price List Q2
 - MiEN 2022 price list

Please see the Contract Information Summary Page and Pricing Information for these updates:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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



Office of General Services Procurement Services

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Contract Award Notification Update

Subject: Contact Information Update

DATE: May 23, 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.: PC70181 **CONTRACTOR:** Corilam Fabricating Company, Inc.

Effective immediately, the Contractor below has updated their contact information on the Contractor Information Page and Authorized Reseller List.

PC70181	Corilam Fabricating Company, Inc.
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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

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Contract Award Notification Update

Subject: 6th Supplemental Award

DATE: May 17, 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.: PC70207 **CONTRACTOR:** Haworth, Inc.

Please be advised that the below listed Contractor has been added to Award 23295 effective immediately.

PC70207	Haworth, Inc.
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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

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Contract Award Notification Update

Subject: 5th Supplemental Award

DATE: May 14, 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.

PC70158	Allsteel LLC*
PC70160	Amcase, Inc.
PC70180	Computer Comforts, Inc.
PC70186	DCI, Inc.
PC70198	Fellowes Inc.
PC70204	Groupe Lacasse LLC
PC70211	HLF Furniture Inc.
PC70222	Jonti-Craft, Inc.
PC70226	Kimball Int'l Brands Inc.
PC70239	MiEN Company, Inc.
PC70241	MillerKnoll, Inc.

PC70252	Office Master Inc
PC70255	Palmieri Furniture LTD
PC70257	Pineapple Contracts, Inc.
PC70290	Transformations by Wieland Inc
PC70296	WB Mason Company Inc.

*Allsteel, LLC is a disregarded entity of HNI Workplace Furnishings, LLC (Parent/Owner). HNI Workplace Furnishings, LLC's Employer Identification Number is 36-0717079. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Allsteel, LLC is the entity who holds Contract PC70158, is fully responsible for the performance of duties under Contract PC70158. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

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.



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Contract Award Notification Update

Subject: Authorized Reseller List Updates

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

CONTRACT NO.: Various

CONTRACTOR: Various

Please be advised that the below listed Contractors' Authorized Reseller Lists have been updated effective immediately.

PC70151	9 to 5 Seating, LLC
PC70205	Hancock & Moore, LLC D/B/A Cabot Wrenn
PC70227	KNU D/B/A La-Z-Boy Contract Furniture
PC70232	Leland Int'l Inc.
PC70234	LIAT LLC
PC70235	Mediatechnologies, LLC D/B/A Mediatechnologies
PC70245	Neutral Posture, Inc.
PC70251	NPS Public Furniture Corp
PC70268	Sedia Systems Inc
PC70269	Senator International, Inc. D/B/A Allermuir

PC70272	Exemplis, LLC
PC70280	Stance Healthcare Inc
PC70282	Stylex Inc
PC70285	Teknion LLC
PC70291	Trinity Furniture, Inc.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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.



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Contract Award Notification Update

Subject: 4th Supplemental Award

DATE: May 2, 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.

PC70172	BRC Business Enterprises Limited
PC70212	Human Active Technology
PC70243	Moduform Inc.
PC70245	Neutral Posture, Inc.
PC70251	NPS Public Furniture Corp D/B/A National Public Seating
PC70266	School Specialty, LLC
PC70268	Sedia Systems Inc
PC70272	Exemplis, LLC*
PC70273	Smith System Manufacturing Company, Inc.
PC70282	Stylex, Inc.
PC70289	Toledo Furniture, Inc.

*Exemplis, LLC is a disregarded entity of Seating Intermediate Holdings, LLC (Parent/Owner). Seating Intermediate Holdings, LLC's Employer Identification Number is 47-3083740. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Exemplis, LLC is the entity who holds Contract PC70272, is fully responsible for the performance of duties under Contract PC70272. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

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: Authorized Reseller List Update

DATE: April 30, 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.: PC70253

CONTRACTOR: OFS Brands, Inc.

Please be advised that the below listed Contractors' Authorized Reseller List has been updated effective immediately.

PC70253	OFS Brands, Inc.
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Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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Contract Award Notification Update

Subject: Authorized Reseller List and Contractor Information Updates

DATE: April 23, 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

Please be advised that the below listed Contractors' Authorized Reseller Lists have been updated effective immediately.

PC70152	A2S, Inc.
PC70155	Agati, Inc.
PC70154	Affordable Interior Systems, Inc.
PC70156	Allied Plastics, Inc.
PC70157	Allseating Corporation
PC70159	Alumni Classroom Furniture, Inc.
PC70161	AmTab Manufacturing Corporation
PC70163	Arcadia Chair Company
PC70164	Arconas Corporation
PC70166	Artopex, Inc.

PC70167	ASSA Group D/B/A Enwork
PC70168	Aurora Storage Products, Inc.
PC70170	BioFit Engineered Products, LP
PC70174	Bush Industries, Inc. D/B/A eSolutions Furniture
PC70175	Case Systems, Inc.
PC70177	Columbia Manufacturing, Inc.
PC70182	Custom Educational Furnishings, LLC D/B/A CEF
PC70184	DARRAN Furniture Industries, Inc.
PC70185	Datum Filing Systems, Inc. D/B/A Datum Storage Solutions
PC70188	Ditto Sales, Inc. D/B/A Versteel
PC70189	Diversified Woodcrafts, Inc.
PC70190	DSI Industries, Inc. D/B/A OFGO Studio
PC70195	Ergonom Corporations D/B/A ERG International
PC70196	Fairway Holdings, Inc. D/B/A Berco Designs
PC70197	FE Hale Manufacturing Company
PC70200	Fomcore, LLC
PC70203	Global Industries, Inc. D/B/A Global Furniture Group
PC70209	Hi5 Furniture, Inc.

PC70210	Highpoint Furniture Industries, Inc.
PC70214	Indiana Furniture Industries, Inc.
PC70215	Integra Inc. D/B/A Integra Seating
PC70218	IOF Business Furniture Manufacturing, Inc.
PC70219	Jasper Seating Company, Inc. D/B/A JSI/Jasper Group
PC70220	JMJS, Inc. D/B/A COE Distributing
PC70224	Keilhauer LTD
PC70225	KFI Furniture, LLC
PC70229	Krug, Inc.
PC70233	Lesro Industries, Inc.
PC70236	Merge Office Interiors, Inc.
PC70246	New England Woodcraft, Inc.
PC70248	Nightingale Corp.
PC70249	Norix Group, Inc.
PC70256	Paragon Furniture, Inc.
PC70259	Rapp Productions Inc. D/B/A FurnitureLab
PC70260	Raynor Marketing Limited
PC70267	Seating, Inc.

PC70271	SICO America, Inc.
PC70274	Source International Corp
PC70275	Spacefile International Corp.
PC70277	Spec Furniture, Inc.
PC70278	Special-T, LLC
PC70286	The HON Company, LLC
PC70287	Three-H Furniture Systems Limited
PC70288	TMC Furniture, Inc.
PC70293	Via, Inc.
PC70294	VS America, Inc.
PC70295	WB Manufacturing, LLC
PC70297	Wenger Corporation

Effective immediately, the Contractors below have made corrections to their Contractor Information.

PC70177	Columbia Manufacturing, Inc.
PC70196	Fairway Holdings, Inc. D/B/A Berco Designs
PC70249	Norix Group, Inc.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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

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Contract Award Notification Update

Subject: 3rd Supplemental Award

DATE: April 12, 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.

PC70151	9 to 5 Seating, LLC*
PC70162	Appalachian University Systems, Inc. D/B/A Smarter Furnishings
PC70187	Demco, Inc.*
PC70191	Ecologic Industries, LLC D/B/A Ecologic Furniture*
PC70205	Hancock & Moore, LLC D/B/A Cabot Wrenn*
PC70213	Humanscale Corporation
PC70216	Interior Concepts Corp.
PC70217 SBE	Interior Resources USA
PC70221	John Savoy & Son Inc DBA Savoy Contract Furniture
PC70227	KNU D/B/A La-Z-Boy Contract Furniture
PC70232	Leland International, Inc.

PC70233	Lesro Industries, Inc.
PC70234	LIAT, LLC
PC70235	Mediatechnologies, LLC D/B/A Mediatechnologies
PC70236	Merge Office Interiors, Inc.
PC70238	Foliot Furniture Pacific, Inc.
PC70242	Mobilier du Bureau D/B/A Logiflex
PC70244	MooreCo, Inc.
PC70247	Nickerson NY, LLC
PC70249	Norix Group, Inc.
PC70250	NOVA Solutions, Inc.
PC70253	OFS Brands, Inc.
PC70254	Palmer Hamilton LLC
PC70259	Rapp Productions Inc. D/B/A FurnitureLab
PC70264	Scholar Craft Products, Inc.
PC70269	Senator International, Inc. D/B/A Allermuir
PC70270	Series USA LLC
PC70274	Source International Corp.
PC70280	Stance Healthcare, Inc.

PC70285	Teknion, LLC
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*9 to 5 Seating, LLC is a disregarded entity of Flokk, LLC (Parent/Owner). Flokk, LLC's Employer Identification Number is 84-3698834. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. 9 to 5 Seating, LLC is the entity who holds Contract PC70151, is fully responsible for the performance of duties under Contract PC70151. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Demco, Inc. is a disregarded entity of Wall Family Enterprise, Inc. (Parent/Owner). Wall Family Enterprise, Inc.'s Employer Identification Number is 20-8230779. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Demco, Inc. is the entity who holds Contract PC70187, is fully responsible for the performance of duties under Contract PC70187. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Ecologic Industries, LLC D/B/A Ecologic Furniture is a disregarded entity of Ecologic Industries DE, LLC. (Parent/Owner). Ecologic Industries DE, LLC's Employer Identification Number is 27-3650418. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Ecologic Industries, LLC D/B/A Ecologic Furniture is the entity who holds Contract PC70191, is fully responsible for the performance of duties under Contract PC70191. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

*Hancock & Moore, LLC D/B/A Cabot Wrenn is a disregarded entity of RHF Investments, Inc. (Parent/Owner). RHF Investments, Inc.'s Employer Identification Number is 46-2232330. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Hancock & Moore, LLC D/B/A Cabot Wrenn is the entity who holds Contract PC70205, is fully responsible for the performance of duties under Contract PC70205. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

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

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Contract Award Notification Update

Subject: Authorized Reseller List Updates

DATE: March 27, 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' Authorized Reseller Lists have been updated effective immediately.

PC70170	BioFit Engineered Products, LP
PC70200	Fomcore, LLC
PC70215	Integra Inc. D/B/A Integra Seating
PC70219	Jasper Seating Co. Inc.
PC70229	Krug, Inc.
PC70237	Metalworks, Inc. D/B/A Great Openings
PC70256	Paragon Furniture, Inc.
PC70258	PS Furniture, Inc.

Please see the Contractor Information Summary page for these updates
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

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.

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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
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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
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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

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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
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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

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

PC70163	Arcadia Chair Company
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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

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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

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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

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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
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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.

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)
<div style="background-color: yellow; display: inline-block; padding: 2px 5px;">THIS BOX MUST BE COMPLETE</div>	
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.

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 Hos

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 P complete all entries in Column B on the New Product Line tab. Please add a new tab for each New Pro **Contractor's must submit new Manufacturer's Price List(s) via email to OGS.sm.PS.Furniture@o** or categories originally awarded.

Contractors may offer discounts for the entire price list or breakdown by style, function, etc. from the Ma then no Proof of Reasonableness is required. The Contractor is required to provide Proof of Reasonab Reasonableness may be in the form of a contract held with another public entity, invoices from sales to offered. 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 additional rows as necessary. Discounts may not be reduced. Discounts may be increased but you will and California 133 Flammability percentages may not be increased. Contractors must exclude from the 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 REPLAC Price List Update submission. Please complete Columns A, B, and C on the Unchanged Price List(s) T

Checklist Tab-

The Checklist tab is included to ensure that Price List Update Submissions submitted by Contractors are request to be considered. Submitting an incomplete Checklist will lead to a Contractor's Price List Upda

Price List Update Submission-

A completed Appendix C - *Contract Modification Procedure* and an updated Attachment 10 - *Contact a* on the OGS Furniture Award (23295) website. Appendix C, Attachment 10, Attachment 11(this docume **submitted via email to OGS.sm.PS.Furniture@ogs.ny.gov.** If your submission is too large to submit

OGS reserves the right to give first consideration to substantially complete submissions, as determined regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - Re 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. posted by OGS on the contract website within five (5) Business Days after approval, or as soon as poss

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](https://www.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 provide proof of reasonableness for 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 originally 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. Contractors will not be permitted to reduce your discount once it has been increased. Inside Delivery, Installation, and Assembly items not fitting the scope of the Award or categories originally awarded. Contractors

must be submitted with the Price Lists submitted. It is imperative that you include unchanged price list(s) with your update(s). Please include unchanged price list(s) with your update(s).

Price List Update must be completed in full. Contractors must abide by the Instructions in order for their Price List Update request to be approved. Price List Update request being denied.

and Supplemental Information must be included in your update submission. Appendix C can be found in the Instructions (Appendix C), Discount Proof of Reasonableness (if applicable), and **Manufacturer's Price List(s) must be submitted**. Please email the documents to procurement@ogs.ny.gov via email then please use a file sharing application. Please clearly title each document.

Price List Update will be accepted solely by OGS Procurement, as well as to deny price adjustments to Contractors that are delinquent on payment of Contract Usage, and/or proof of insurance requirements. In addition, OGS reserves the right to deny Price List Update requests.

Revised pricing is effective upon the date OGS approves the request. Revised price lists shall be effective upon the date of approval. Price List Update request being denied.

Contractor Name:
Contract #:

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):

Contractors must complete all sections of Colu
Please add a new tab for each new product line

New Product Line

PC

XX/XX/XXXX

Column B. If Column A does not apply then please type "N/A" in Column B.
being requested for addition.

Contractor Name:
Contract #:

Name of Updated Price List(s)

Add additional rows as needed

Price List Update(s)

PC

Date of New Price List(s)

XX/XX/XXXX

Category(ies) The Update Applies To (new categories not permitted)

Contractor Name:
Contract #:

Unchanged Price List(s)

Add additional rows as needed

Unchanged Price List(s)

PC

Date of Price List(s)
XX/XX/XXXX

Category(ies)

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 name of each NEW product line must be created.)

Did Contractor open and complete "Unchanged Price List(s)" tab to list all Price List(s) for more information.

Did Contractor send Appendix C, Attachment 10, Attachment 11 (this document), and Manufacturer's Price Lists to OGS.sm.PS.Furniture@ogs.ny.gov? See "Instructions" tab for more information.

For each new Product Line being requested for addition, are the discounts offered for each product line? If discounts are not, did Contractor include Proof of Reasonableness information.

Did Contractor verify that the Discounts offered to NYS for NEW product lines are reasonable? See "Instructions" tab for more information.

Did Contractor provide discounts for each NEW product line requested in accordance with the contract?

Did Contractor provide Volume discounts (if applicable) for each NEW product line requested in accordance with the contract?

Did Contractor review new and/or updated Price List(s) and where appropriate EXCLUDED items 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 Services?

In addition to answering "YES" to all of the questions above, Contractor must also answer "YES" to any of the questions above and did NOT perform the action indicated or Contractor's Price List Update or Addition may not be completed at this time. OGS reserves the right to determine if the Price List Update or Addition may not be completed at this time. OGS reserves the right to determine 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	