Overview for Contract

Prior to utilizing a contract, the user should read the contract in its entirety.

**DESCRIPTION**

* Contract includes two parts: Part A - Matching Existing Office Furniture at a fixed discount off of manufacturer's current published catalog list price. Part A is a multiple award contract which includes 16 manufacturers meeting mandatory minimum discounts.

* Part B is a single "Best Value" award for systems, metal case goods and seating for new installations and has been awarded to Supply Source in Williamsport, PA representing the Hernam Miller line. State agencies shall use Part B for these three segments. State agencies can procure new wood case goods & computer furniture from any of the manufacturer's listed on Part A.

* If monies have been appropriated to DGS for new installations for state-affiliated entities & COSTARS, the Office Furniture shall be procured from the Part B, Best Value supplier. In all other cases, state-affiliated entities & COSTARS shall have the option to purchase Office Furniture from the Best Value supplier or any supplier that was awarded a contract on Part A.


**CONTACT INFO**

<table>
<thead>
<tr>
<th>Contract Number &amp; Title</th>
<th>CN00007712 (7110-06) Systems, Seating, Metal Case, Wood Case &amp; Computer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Suppliers</td>
<td>Part A &amp; B - See Contractor's Listing at website <a href="http://www.dgs.state.pa.us">www.dgs.state.pa.us</a></td>
</tr>
<tr>
<td>Validity Period</td>
<td>06/01/2007 thru 05/31/2008</td>
</tr>
<tr>
<td>DGS Point of Contact</td>
<td>Lisa A Vega</td>
</tr>
<tr>
<td>Contact Phone #</td>
<td>717-346-4290</td>
</tr>
<tr>
<td>Fax #</td>
<td>717-346-3820</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:lvega@state.pa.us">lvega@state.pa.us</a></td>
</tr>
</tbody>
</table>

**PRICING HIGHLIGHTS**

<table>
<thead>
<tr>
<th>Part A Matching Existing</th>
<th>Discounts off List</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems &amp; Metal Case Goods</td>
<td>*60%</td>
</tr>
<tr>
<td>Seating</td>
<td>*52%</td>
</tr>
<tr>
<td>Wood Case Goods</td>
<td>*50%</td>
</tr>
<tr>
<td>Computer Furniture</td>
<td>*45%</td>
</tr>
</tbody>
</table>

| Part B - Best Value      | *74%               |

*Some suppliers on Part A have offered better discounts than the mandatory minimum discount.

Check item sheets at website for actual Part A discounts.

**PROCESS TO PURCHASE**

* Contacts for Supply Source, Inc: **Sid Furst**, Phone: 800-633-8753 570-327-1500 E-mail: sidf@supplysourceinc.com

* Merv Zeager, Phone: 717-299-7266 E-mail: mervz@supplysourceinc.com

* Reference Commonwealth Contract CN00007712 (7110-06)

* Contacts, addresses, phone and fax numbers for Part A - Matching Existing Suppliers is located at the DGS website. Website - www.dgs.state.pa.us

* Contact Lisa Vega directly by phone or e-mail with questions or concerns. See above block for phone number and e-mail address.
PLEASE NOTE: PART A IS ONLY FOR MATCHING EXISTING FURNITURE.

SEE EXHIBIT B FOR SPECIAL CONTRACT TERMS AND CONDITIONS.

CONTRACTORS FOR PART A SHALL NOT ACCEPT ANY ORDERS FOR NEW INSTALLATIONS FOR COMMONWEALTH EXECUTIVE AND INDEPENDENT AGENCIES UNLESS THE ORDER HAS BEEN APPROVED IN WRITING BY THE DGS OFFICE FURNITURE CONTRACT MANAGER.

PART B – “BEST VALUE” WILL BE USED FOR NEW INSTALLATIONS. SEGMENTS OF OFFICE FURNITURE FOR NEW INSTALLATIONS WILL INCLUDE SYSTEMS, METAL CASE GOODS, AND SEATING. BEST VALUE DOES NOT INCLUDE WOOD CASE GOODS AND COMPUTER FURNITURE. THEREFORE, CONTRACTORS LISTED ON PART A CAN BE UTILIZED FOR NEW OFFICE FURNITURE FOR WOOD CASE GOODS AND COMPUTER FURNITURE FOR COMMONWEALTH EXECUTIVE AND INDEPENDENT AGENCIES.

Department of General Services Capital Budget Monies for Furniture: If monies are appropriated to the Department of General Services (DGS) by the Pennsylvania General Assembly through a Capital Budget Bill for furniture for a newly-constructed or renovated building, the Office Furniture shall be procured from the awarded Part B – Best Value supplier for the building regardless of the identity of the future occupant of the building (including political subdivisions and state-affiliated entities). In all other cases, political subdivisions and state-affiliated entities shall have the option to purchase Office Furniture from the awarded Part B – Best Value supplier or any company that was awarded a multiple award contract or to pursue its own procurement contract for the furniture.

Direct all questions concerning this contract to:

Cathy Tarquino, Buyer
Bureau of Purchases
(717) 787-7417
e-mail: ctarquino@state.pa.us
EXHIBIT B
SPECIAL CONTRACT TERMS AND CONDITIONS

1. CONTRACT SCOPE/OVERVIEW:
   This Contract No. CN00007712, (identified here and in the other documents as the “Contract”) will
cover the requirements of Commonwealth agencies for the supply and installation of Office
Furniture for those manufacturer lines awarded to the Contractor (“Office Furniture”). Office
Furniture includes 5 major category segments: systems, seating, metal filing case goods (includes
filing and storage units), wood filing case goods (includes desks, filing, and storage), and computer
furniture (includes metal desks).

The Contractor will be required to provide Office Furniture for executive and independent agencies
and must be willing to provide Office Furniture for independent agencies and state affiliated
entities as well as entities under the COSTARS program. COSTARS is a service provided by the
Department of General Services for Local Public Procurement Units located in Pennsylvania.
Local Public Procurement Units are authorized by law to participate in or purchase off of
Department of General Services' statewide requirements contracts. Eligible Local Public
Procurement Units are defined as:
   ✤ Any political subdivision
   ✤ Any public authority
   ✤ Any tax exempt, nonprofit educational or public health institution or organization
   ✤ Any nonprofit fire, rescue or ambulance company
   ✤ And to the extent provided by law, any other entity, including a council of governments or an area
government that expends public funds for the procurement of supplies, services, and construction.

The Contractor will be required to provide Office Furniture to match existing installation requirements.
All orders for projects to match existing Office Furniture with a total price greater than $5,000 may be
reviewed and approved by the DGS Office Furniture Contract Manager. The Contractor shall not
accept any orders for new installations for Commonwealth executive and independent agencies
unless the order has been approved in writing by the DGS Office Furniture Contract Manager.

2. TERM OF CONTRACT:
The Contract shall commence on the Effective Date, which shall be no earlier than June 1, 2004 and

3. OPTION TO EXTEND:
The Department of General Services reserves the right, upon notice to the Contractor, to extend the
Contract or any part of the Contract for up to three (3) months upon the same terms and conditions.
This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to
three (3) months, to enter into a new contract.

4. OPTION TO RENEW:
The Contract or any part of the Contract may be renewed for two (2) additional one (1) year terms
by mutual agreement between the Commonwealth and the Contractor. If this Contract is renewed
the same terms and conditions shall apply.

5. OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:
The Department of General Services reserves the right to purchase supplies covered under this
Contract through a separate competitive bidding procedure, whenever the project has an estimated cost
of $2,000,000 (net pricing) or more.

6. MANDATORY REQUIREMENTS:
The following mandatory requirements apply to both the
multiple award contracts awarded under Part A – Matching Existing Supplier and the single award
contract awarded under Part B – Best Value Primary Supplier.
A. CATALOG:

To assist the using agencies to determine their needs, the Contractor must provide as requested an illustrated catalog and price list(s) showing all items available in this Contract. Each item shown shall be identified with the catalog number, type of fabric, and colors available.

B. ADDITIONAL RELATED SERVICES:

The Contractor must agree to provide additional related services in conjunction with the furniture items they are offering to supply to the Commonwealth under this Contract. The additional related services must include design layout of existing furniture being moved from one area to another and relocation and/or reconfiguration of existing manufacturers' lines of furniture. A list of all the above services offered by the Contractor along with the associated prices can be found in the Pricing Submittal for Part C – Additional Services found in Exhibit D. The Exhibit includes regular rates, overtime rates (nights and weekends), and any union labor rates if applicable to certain areas. These services are over and above the services already built into the furniture discounts offered.

C. PRICE LIST REFERENCE:

All items ordered from the Contract shall be delivered F.O.B. Destination to any point within the Commonwealth of Pennsylvania. Price lists that are referenced in this Contract identify the various items on the price list, and the manufacturer's price for each item. Any reference, which may appear on any price list and/or catalog, to any items and conditions, such as F.O.B. Shipping Point, prices subject to change, will not be part of this Contract with the Contractor and will be disregarded by the Commonwealth.

D. STORAGE OF FURNITURE:

The Contractor must have the ability to provide storage of furniture until new buildings or building renovations are completed. Storage charges shall not accrue until sixty (60) calendar days after scheduled delivery date and the using agency has indicated they still cannot accept delivery. The Storage Charges based on price per cubic foot, price per day, month, etc., can be found in Exhibit D, Part C under Additional Services.

E. PAYMENT DISCOUNTS:

If no prompt payment discounts are stated in this Contract, payment terms are Net 30 days.

F. COMMUNICATION WITH DEALER NETWORK:

The Contractor must communicate with the manufacturer and its other dealers and subcontractors concerning proper quotations and invoicing to Commonwealth agencies. Invoices must reflect list prices for all parts/components in the ordered Office Furniture and show the discount percentage taken from list prices.

G. WEB-BASED CATALOG:

The Contractor must provide a web-based catalog customized for this Contract. The web-based catalog must be created by the Contractor within 90 days of Contract effective date. The format must be in a similar format as provided for the State of Florida: [http://fcn.state.fl.us/st_contracts/425001011/](http://fcn.state.fl.us/st_contracts/425001011/).

H. WARRANTIES:

All warranties include labor costs. Warranty work can be performed either on-site or at an off-site location (the manufacturer or authorized distributor's facility), whichever would provide for the fastest response (turn-around time). The Contractor guarantees that the provided equipment will be
standard new equipment. All items of furniture delivered under this Contract shall be guaranteed for materials and workmanship as follows:

Systems:

- All Products, including Parts and Workmanship – minimum of 10 years.
- Operational Mechanisms and Electrical Components – minimum of 10 years.
- Fabric and Laminate - 3 years.

Seating: Minimum 10-year basic warranty and at least 7 years on the piston

If defects occur during this time, the Contractor shall replace or correct without cost to the Commonwealth, except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.

1. DESIGN SERVICES SPECIFICATIONS:

The Contractor must provide design services for new furniture purchases at no additional charge. The design firm may also be required to identify in generic terms other free-standing furniture required for a project, such as file cabinets, tables, chairs, and floor to ceiling partitions, etc.

1. GENERAL REQUIREMENTS

Design Services shall also be performed with ergonomic concerns being considered. Designs generally will consist of specifying the furniture required for the project to be ordered from the Contract. All design must be completed utilizing an Auto CAD computer aided planning system. The Commonwealth is willing to accept the standard system the design firm uses but training must be provided to Commonwealth personnel at no additional charge. It is mandatory that the Contractor provide CAD drawings in print and disk.

The Contractor shall adhere to all Commonwealth policies and work rules when working at a Commonwealth location. This includes facility regulations, such as elevator capacity, dock regulations, floor load capacity, etc. Parking expense will be the responsibility of the Contractor.

The Contractor is expected to complete the design phase of a project in a time frame agreed between the Contractor and the using agency, which could include timeframes dictated by the construction or renovation of leased space. It is expected that the Contractor will assign the appropriate skill type and number of designers required for a particular project, to ensure timely delivery of all aspects of design services.

2. SPECIFIC REQUIREMENTS FOR DESIGN SERVICES: Listed below are the specific requirements for design services performed by the Contractor:

a. BUILDING MEASUREMENTS: The Contractor is required to take field measurements prior to designing the project. If measurements are provided by an agency, the Contractor shall confirm they are correct.

b. PROJECT MANAGEMENT: Each project will be assigned a project manager by the using agency, if necessary. The agency project manager shall approve each step of the design process prior to progression of the project to the installation phase.

c. PRE-DESIGN REVIEW MEETING: The agency project manager will schedule a pre-design review meeting with the Contractor to discuss general agency design requirements. The Contractor is to identify a design coordinator for the project. This
person will be the contact person for the agency project manager. The agency project manager will provide the design coordinator with an inventory of any special equipment specifications, and will also discuss space utilization and the number and general types of workstations to be designed. Also discussed will be any other information to be considered in the design process, such as special considerations for public contact, locations of any special groups or large areas, security areas, handicap employee offices, the particular agencies space standards, and also a list of the various products covered under the Contract and the products covered under any other Commonwealth contracts (such as file cabinets, tables, chairs, floor to ceiling partitions, etc.). The Contractor is responsible for working with the agency project manager and/or the landlord of Commonwealth leased space to identify specific requirements such as elevator capacity, loading dock regulations, etc., for the facility in which the work is being performed.

For projects that will include the re-utilization of some existing furniture, the Contractor is required to do an inventory of all existing furniture as part of this step.

d. **PRELIMINARY DESIGN PLAN:** The Contractor will then prepare a preliminary design plan showing in detail the position of all new furniture required from the Contract, as well as specifying in generic terms other new free-standing furniture required such as file cabinets, tables, chairs, and floor to ceiling partitions, which will be purchased from other Commonwealth of PA contracts. This plan shall be to 1/8” or 1/4” scale.

After development of the preliminary design plan, the agency project manager is allowed to make one to four (1 to 4) sets of changes, based on program changes, etc., prior to finalization of the preliminary design plan. If more than 4 sets of changes are necessary the Contractor can charge for Design Services per the rate defined in Part C – Additional Services found in Exhibit D. The agency project manager shall approve, in writing, the final plan prior to proceeding.

e. **INSTALLATION DESIGN PLAN:** The Contractor will then prepare an installation design plan, showing in detail all new Office Furniture required for the project, wall heights, colors, types of panels (solid, glass, acoustical), electrical outlets, telephone outlets, word processing/computer outlets, as well as, in generic terms, other new free-standing furniture required such as file cabinets, tables, chairs, and floor to ceiling partitions, which will be purchased from other Commonwealth of PA contracts.

The installation design plan shall be to 1/8” or 1/4” scale and is due after the approval of the preliminary design plan. No changes in the approved installation design plan will be allowed prior to occupancy except for safety code regulations authorized by the agency project manager or changes necessitated due to lessor requested changes and approved by the agency project manager.

f. **ITEMIZED PARTS LIST (bill of materials):** The Contractor will then provide the agency project manager with an itemized parts list (bill of materials) specifying in detail all new Office Furniture required for the project that will be ordered from the Contract, including product numbers, quantities, colors, etc. A summation quote as to the total number and cost per workstations, interview booths, etc. will also be required.

For projects that will include the re-utilization of some existing furniture and an inventory of the existing furniture has been done, the Contractor shall provide the agency project manager with a list of all existing furniture to be re-utilized in the project. This list shall be in addition to the itemized parts list (bill of materials) of new furniture required for the project and the generic list of new free-standing furniture required for the project and covered under other contracts, both described above.
g. **PRIOR TO INSTALLATION**: The Contractor shall identify the location of electric receptacles, voice and data jacks.

h. **AVAILABILITY DURING INSTALLATION**: The Contractor shall be available to answer questions and provide consultation, including installation inspections, if required in order to verify that the installation of the furniture is being installed in accordance with the approved design.

i. **DESIGN SERVICES APPROVAL**: Each step of the project must be approved, in writing, by the agency project manager prior to proceeding to the next step. All plans are to be submitted in accordance with the established time frames. All plans shall be submitted in compliance with Commonwealth of PA space standards using accepted drafting standards. The Commonwealth of PA reserves the right to require all plans to be submitted in multiples of three. The Commonwealth of PA also reserves the right to require all plans for a particular project to be submitted in an electronic format including CD format and e-mail. When requested, all plans and diskettes shall be submitted in a format that is compatible with the Auto CAD computer aided planning system in an acceptable electronic format including CD format and e-mail, which shall become the property of the Commonwealth of PA. The Commonwealth reserves the right to be able to make additional copies of the Contractor’s plans as needed.

J. **SAFETY AND PERFORMANCE STANDARDS**:


K. **GEOGRAPHIC COVERAGE**:

Coverage under this Contract shall be the entire state of Pennsylvania.

L. **DISPOSAL OF PACKAGING**:

The Contractor must dispose of shipping material and packaging at the time of installation. Recycling of shipping and packaging material is required when possible.

M. **DELIVERIES**:

All items ordered from this Contract shall be delivered F.O.B. DESTINATION (to any point within the Commonwealth of Pennsylvania) within a reasonable time, not to exceed sixty (60) calendar days after receipt of Purchase Order, unless otherwise agreed to, in writing, between the Department of General Services and the Contractor. The supplier must contact the ordering agency prior to making delivery, and mutually agree on the date of delivery and the approximate time.

N. **TIMELY DELIVERY**:

Timely delivery in accordance with the terms and conditions of the Contract is essential to the accomplishment of the mission of DGS. The Contractor shall immediately notify the customer and DGS in writing if any situation delays or threatens to delay the timely performance of any order. The notification shall include the Contractor’s best possible delivery time for the using agency’s approval. If the using agency does not approve the alternate delivery date(s) (with or without obtaining consideration from the Contractor), the Commonwealth shall have the right to cancel the order(s) in whole or in part without further liability on the Commonwealth’s part. DGS also has the right to purchase the goods elsewhere and/or hold the Contractor accountable for all damages and direct costs resulting from the Contractor’s unacceptable delivery date(s). If unapproved late deliveries are made, the using agency may cancel the order(s) in whole or in part,
purchase the goods elsewhere, and/or hold the Contractor accountable for all damages and direct
costs resulting from the Contractor’s failure to deliver on schedule. Acceptance of a late delivery
by the using agency shall not constitute a waiver of the using agency’s claim for any damage that
the late delivery may have caused. The using agency also has the right to require multiple
deliveries to the same site within the same time frame.

O. PRICE ESCALATION/DE-ESCALATION CLAUSE:

Prices will remain the same during the first year of this Contract. For year 2 and year 3,
manufacturers must agree that prices contained in new price lists will be adjusted based on the
paragraphs listed below. If this Contract is offered for renewal for an additional year, pricing is
subject to conditions defined in this section under Paragraph 9, Option to Renew.

For the Published Catalog Retail List Prices, the price escalation / de-escalation formula will be
tied to the change in the Producer Price Index (PPI) for Finished Goods (less energy and food). The
formula is calculated by taking the PPI at the anniversary of the Contract and calculating the
annual percent change for that year. This formula applies after Year 1 of the Contract.

Details on how the PPI for each lot has historically performed can be found at the Bureau of Labor
Scroll down to the “Producer Price Index Commodity Data” and select the “Create Customized
Tables (One Screen)” icon. In step 1 - “Select a Group” section select “12 Furniture and
household durables.” In step 2 - “Select one or more items” section select “122 Commercial
Furniture.” In step 3 – “Select Seasonal Adjustment” section checkbox only “Not Seasonally
Adjusted.” Finally in step 4 click the Get Data button. The following screenshot reflects the
output:
The maximum price escalation or de-escalation for either lot will be maintained at 5% per year. Exceptions can be requested with appropriate manufacturer's or wholesaler's documentation subject to the Department’s full or partial rejection, modification, or approval.

Example:

**Assumptions**

- Year 1 Item A Pricing = $200.00
- April 2003 is the first year anniversary of the Contract
- April 2003 PPI for Commercial Furniture = 162.2
- April 2002 PPI for Commercial Furniture = 160.0

**Price Escalation / De-escalation Computation:**

\[
\text{% Change in PPI for Finished Goods (less energy and food)} = \frac{(\text{Apr 2003 PPI} - \text{Apr 2002 PPI})}{\text{Apr 2002 PPI}} \\
= \frac{(162.2 - 160.0)}{160.0} \\
= 1.38\% \text{ (prices have increased)}
\]

Therefore, the factor to adjust prices would be 1.38% for Year 2.

Year 2 Item Pricing = $200.00 * (1 + (0.0138))
Year 2 Item Pricing = $202.75

Price changes may not take effect on products shipped sooner than sixty (60) days after new prices go into effect and after receipt of written notification with specific new prices to the buyer.

**P. SUPPLEMENTAL PRICE LISTS:**

The Department of General Services may, in its sole discretion, allow the Contractor to add supplemental price lists to its Contract during the Contract year for additional or improved items only. All requests to add supplemental price lists to this Contract must be in writing and submitted, along with a copy of the supplemental price list, to the Department of General Services. The Department of General Services will review and, in its discretion, approve or disapprove the request. Items on any supplemental price lists cannot be sold to Commonwealth Agencies under this Contract until the written request is approved by the Department of General Services.
### Q. INVOICING:

The Contractor will be required to use the format shown below, in MS Excel, for reporting invoices:

**Invoice Format Review**

<table>
<thead>
<tr>
<th>Supplier Name:</th>
<th>Salesperson Contact Name:</th>
<th>Salesperson Contact Phone #:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Buying Org. / Agency:</th>
<th>Install Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>PO #</th>
<th>Line Item #</th>
<th>Invoice Date</th>
<th>Product Category</th>
<th>Item Description</th>
<th>Item Number</th>
<th>Manufacturer</th>
<th>Mfg Number</th>
<th>UOM (Unit of Measure)</th>
<th>Delivery Method (Dock/Installed)</th>
<th>Qty</th>
<th>Catalog Unit Price</th>
<th>PA Unit Price</th>
<th>PA Ext Cost</th>
<th>PA Discount</th>
</tr>
</thead>
</table>


R. PACKAGING, ASSEMBLY, LABELING, AND PALLETIZING REQUIREMENT:

1. PACKAGING: All major components shall be boxed and/or packaged as specified by the user agency, if different from manufacturer’s standard practice. All major components shall be packaged ready for installation, including all necessary parts and hardware. For example, panels, hanging shelving units, flipper doors, hanging lateral file drawers, etc. must be packaged with side rails, top rails, locks, guides, etc. Screws, clips, connectors, and all other necessary hardware required to install an item must be individually packaged and included with the primary item. All cartons used shall be similar in size to the particular item included in the carton, i.e. a 6-foot carton should not be used to package a 4-foot panel. The general rule of thumb is that the carton shall not exceed the product by more than 5 inches (approximately).

Blanket wrapping is acceptable for orders being delivered directly to the ordering agency for immediate installation. Blanket wrapping is NOT ALLOWED for orders delivered to a warehouse operation.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

When palletizing is required (warehouse) or requested, there shall be no additional cost to the Commonwealth for the pallets.

2. ASSEMBLY: All items shall be delivered ready to install. Items shall not require any major pre-installation assembly. For example, panels, hanging shelving units, flipper doors, hanging lateral file drawers, etc. shall consist of primary component parts such as side rails, top rails, locks, guides, etc. Screws, clips, connectors, and all other necessary hardware required to install an item can be unattached but must be individually packaged and included with the primary item. Requiring minor assembly of connectors, etc. after removal from the box is acceptable. Items that are totally broken down into small components are UNACCEPTABLE.

3. LABELING: All boxes/packages shall be properly labeled. Labeling shall include, but is not limited to: name of the product and short description (i.e. 48” x 60” panel, etc.), manufacturer's catalog number, Agency Purchase Order number, quantity, and color.

4. PALLETIZING: Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 2-way or 4-way shipping pallets are acceptable.
- Maximum height: 74”; including pallet. This also applies to stacked pallets.
- Maximum weight: 2,000 pounds; per single unstacked pallet, including pallet.
- Pallets are to be securely banded and/or shrink-wrapped. Loads shall not exceed the size of the pallet, and material shall not overhang pallets.
- Material shall be palletized in such a manner that will make receiving of goods easily identifiable, without unloading pallet and merchandise. Mixing of commodities will not be allowed, unless identification is easily performed. Like items and colors are always to be palletized together. Boxes shall be stacked on pallets with the labels facing the outside.
- There shall be no additional cost for palletizing.
Other shipments, including those directly to an installation location, MAY also be requested as palletized deliveries, and if requested, shall also conform to the above requirements. For orders that include installation or warehousing, the pallets belong to the Contractor.

8. MINIMUM ORDER:

The Contractor shall accept minimum purchase order dollar value to be $1,000, qualifying for FOB delivered prices.

7. POLITICAL SUBDIVISIONS AND PUBLIC AUTHORITIES AND OTHER LOCAL PUBLIC PROCUREMENT UNITS:

The Contractor will be required to participate in the DGS COSTARS Program and provide Office Furniture and services at the same price and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that elect to participate in the Contract through the COSTARS program.

9. LOCAL PUBLIC PROCUREMENT UNIT PARTICIPATION:

Those local public procurement units and any other Commonwealth purchasing agencies, which issue orders under the Contract, are intended beneficiaries under the Contract and are real parties in interest with the right to sue and be sued without joining Commonwealth of Pennsylvania Department of General Services as a party.

Local public procurement units, and any other Commonwealth purchasing agencies, that elect to participate in the Contract will enter into participating agreements directly with the awarded Contractor and will be responsible for payment directly to the Contractor(s).

The Contractor agrees to provide the contracted services at the awarded price, in accordance with the contractual terms and conditions, to all local public procurement units that decide to participate.

10. LIQUIDATED DAMAGES:

CWOPA, at its option, for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. CWOPA shall notify the Contractor, in writing, of any claims for liquidated damages pursuant to this paragraph before the date CWOPA deducts such sum from money payable to the selected Contractor.

The delivery requirements as set forth in this Contract have been fixed so that the delivery of final product/service is consistent with timing schedules of the CWOPA’s and/or Local Units of Government programs. If the delivery of final product/service do not fall within the time limits set forth in the Contract and/or individual project timelines, the delay will interfere with the proper implementation of the Commonwealth’s and/or Local Units of Government Programs utilizing the system pursuant to the Contract, to the loss and damage of the CWOPA and/or Local Unit of Government. From the nature of the case, it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such delay. The CWOPA and/or Local Unit of Government and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be in the amount set forth below, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The CWOPA and/or Local Unit of Government at its option, for amounts due the CWOPA and/or Local Unit of Government as liquidated damages may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

- If the Contractor does not deliver the final product/service, ready for use on or before the scheduled delivery, the Contractor shall pay to the CWOPA and/or Local Unit of Government, as fixed and agreed upon, liquidated damages, for each calendar day between the delivery date specified and the date of final delivery, but not more than 30 calendar days
in lieu of all other damages due to such non-delivery, an amount of 1/10th of 1% of the Purchase Order/Departmental Contract Release Form total cost per project.

- If some, but not all, of the final product/services described in the Purchase Order/Departmental Contract Release Form are delivered ready for use, by the scheduled delivery, liquidated damages shall not accrue against the final product/service delivered.

- If the delay is more than thirty 30 calendar days, then by written notice to the Contractor, the CWOPA and/or Local Unit of Government may terminate the right of the Contractor to deliver, and may obtain substitute final product/services. In this event, the Contractor shall be liable for liquidated damages in the amounts specified above until acceptable substitute final product/services are delivered, ready for use, or for 30 days from the scheduled delivery date, whichever occurs first.

- EXCEPTION: Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Commonwealth and/or Local Unit of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor. If the delays are caused by the default of a sub contractor, if such default arises out of causes beyond the control of both the Contractor and sub contractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

11. ADDITIONAL ITEMS:
   CWOPA reserves the right to add additional items to this Contract.

12. CONTRACT REQUIREMENTS – DISADVANTAGED BUSINESS PARTICIPATION AND ENTERPRISE ZONE SMALL BUSINESS PARTICIPATION:

   The Contractor shall meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses as provided in this Contract. Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture must perform at least 50 percent of the subcontract or Small Disadvantaged Businesses/Enterprise Zone Small Business participation portion of the joint venture.

   Commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation must be maintained throughout the term of the Contract. Any proposed change must be submitted to Department of General Services’ Bureau of Minority and Women Business Opportunities (BMWBO), which will make a recommendation as to a course of action to the contracting officer.

   If this Contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation of the original contract.

   The Contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the Department of General Services and BMWBO within 10 workdays at the end of each quarter the Contract is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Businesses and/or
Enterprise Zone Small Business participation involved in joint ventures. Also, it is a record of fulfillment of the commitment your firm made and for which it received Disadvantaged Businesses and Enterprise Zone Small Business points.

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

13. INSTALLED VS. DOCKED DELIVERY DISCOUNT: All discounts defined by the Contractor in either Part A – Matching Existing Furniture or Part B – “Best Value” Primary Supplier are discounts for both Installed or Dock delivery methods.

Installed delivery is defined as everything up to and including inside delivery and complete installations and removal of all packaging materials.

Dock delivery is defined as delivered to loading dock or tailgate.

14. ADDITIONAL NOTES: Only work satisfactorily performed after execution of a written Contract, after the Contractor’s receipt of a purchase order from CWOPA, and after the Contract term has begun will be reimbursed.
The contractor(s) will be required to provide Office Furniture for executive and independent agencies and must be willing to provide Office Furniture for independent agencies and state affiliated entities as well as entities under the COSTARS program. COSTARS is a service provided by the Department of General Services for Local Public Procurement Units located in Pennsylvania. Local Public Procurement Units are authorized by law to participate in or purchase off of Department of General Services’ statewide requirements contracts. Eligible Local Public Procurement Units are defined as:

- Any political subdivision
- Any public authority
- Any tax exempt, nonprofit educational or public health institution or organization
- Any nonprofit fire, rescue or ambulance company
- And to the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

<table>
<thead>
<tr>
<th>SAP VENDOR NUMBER</th>
<th>SAP AGREEMENT NUMBER</th>
<th>CONTRACTOR NAME/ADDRESS</th>
<th>TELEPHONE NO.</th>
<th>FAX NO.</th>
<th>CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>162319</td>
<td>4600007652</td>
<td>Allsteel, Inc.</td>
<td>563-264-7585</td>
<td>563-262-4887</td>
<td>Bill Phelan – 800-248-2025 E-mail: <a href="mailto:phelanb@allsteeloffice.com">phelanb@allsteeloffice.com</a> Web address: <a href="http://www.allsteeloffice.com">www.allsteeloffice.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2210 Second Avenue</td>
<td>800-248-2026 Customer Service</td>
<td>800-570-4472</td>
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<tr>
<td></td>
<td></td>
<td>Muscatine, IA 52761</td>
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<tr>
<td>133649</td>
<td>4600010708</td>
<td>Pomerantz Acquisition Corporation (APW)</td>
<td>215-408-2197</td>
<td>215-408-2140</td>
<td>Holly Gack E-mail: <a href="mailto:gack@pomerantz.com">gack@pomerantz.com</a> Web address: <a href="http://www.pomerantz.com">www.pomerantz.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>701 Market Street, Suite 7000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Philadelphia, PA 19106</td>
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</tr>
<tr>
<td>212285</td>
<td>4600010671</td>
<td>BJR Business Furniture, Inc.</td>
<td>717-558-9485</td>
<td>717-558-9492</td>
<td>George Roksandic E-mail: <a href="mailto:george@bjrfurniture.com">george@bjrfurniture.com</a> Web address: <a href="http://www.bjrfurniture.com">www.bjrfurniture.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6340 Derry St Harrisburg PA 17111</td>
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<tr>
<td>Contract No</td>
<td>Vendor ID</td>
<td>Vendor Name</td>
<td>Address 1</td>
<td>City, State, Zip</td>
<td>Phone 1</td>
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<tr>
<td>306014</td>
<td>4600013205</td>
<td>OfficeMax Inc</td>
<td>263 Shuman Blvd</td>
<td>Naperville, IL 60563-1225</td>
<td>215-788-1212</td>
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<tr>
<td>121646-002</td>
<td>4600007665</td>
<td>Concord Products Company, Inc.</td>
<td>1800 West Indiana Avenue</td>
<td>Philadelphia PA 19132-1603</td>
<td>215-226-0500</td>
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<tr>
<td>143859-001</td>
<td>4600007651</td>
<td>Flex-Y-Plan Industries, Inc.</td>
<td>6960 W Ridge Road</td>
<td>Fairview PA 16415-0829</td>
<td>800-458-0552 OR 814-474-1565</td>
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<tr>
<td>165961-001</td>
<td>4600007666</td>
<td>Global Industries Inc.</td>
<td>17 West Stow Road</td>
<td>Marlton NJ 08053</td>
<td>800-220-1900</td>
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<tr>
<td>163713-004</td>
<td>4600007659</td>
<td>Haworth, Inc.</td>
<td>5969 Clover Road</td>
<td>Harrisburg PA 17112</td>
<td>717-545-2119</td>
</tr>
</tbody>
</table>

**Send PO's to the above address to the Attn of Harold Graff**

**Purchase orders to be sent to:**
PO Box CC

**Remittance Address:**
SAP Vendor #163713
Haworth, Inc.
PO Box 93237
Chicago IL 60673-3237
<table>
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<tr>
<th>Contract Number</th>
<th>Contractor ID</th>
<th>Contractor Name</th>
<th>Address</th>
<th>Remittance Address</th>
<th>Phone</th>
<th>Fax</th>
<th>E-mail</th>
<th>Web Address</th>
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</thead>
<tbody>
<tr>
<td>165351</td>
<td>4600007664</td>
<td>Jami, Inc., d/b/a ABCO Office Furniture</td>
<td>4121 Rushton Street Florence, AL 35630</td>
<td></td>
<td></td>
<td></td>
<td>E-mail: <a href="mailto:fitzpatrick@abcofurniture.com">fitzpatrick@abcofurniture.com</a></td>
<td>Web address: <a href="http://www.abcofurniture.com">www.abcofurniture.com</a></td>
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<tr>
<td>162195</td>
<td>4600007661</td>
<td>Kimball International Marketing, Inc.</td>
<td>1600 Royal Street Jasper, IN 47549</td>
<td>Remittance Address: SAP Vendor #162195-001 Kimball International PO Box 93096 Chicago, IL 60673-3096</td>
<td>800-482-1616</td>
<td>812-482-8300</td>
<td>E-mail: <a href="mailto:memmons@kimball.com">memmons@kimball.com</a></td>
<td>Web address: <a href="http://www.kimball.com">www.kimball.com</a></td>
</tr>
<tr>
<td>163837-003</td>
<td>4600007663</td>
<td>Krueger International, Inc.</td>
<td>P O Box 8100 1330 Bellevue Street Green Bay, WI 54308-8100</td>
<td></td>
<td>800-454-9796 X 2568 610-277-7100</td>
<td></td>
<td>E-mail: <a href="mailto:paul.schueller@ki.com">paul.schueller@ki.com</a></td>
<td>Doug Kimmenhour (local Rep) E-mail: <a href="mailto:doug.kimmenhour@ki.com">doug.kimmenhour@ki.com</a></td>
</tr>
<tr>
<td>170194</td>
<td>4600007668</td>
<td>Pennsylvania Correctional Industries</td>
<td>PO Box 47 Camp Hill, PA 17011</td>
<td>PO's should be sent to: SAP Vendor #170194-004 PA Correctional Industries Attn: Customer Service 75 Utley Drive Camp Hill, PA 17001</td>
<td>717-731-7133</td>
<td>717-975-2226</td>
<td>E-mail: <a href="mailto:mdgoldberg@state.pa.us">mdgoldberg@state.pa.us</a></td>
<td>E-mail: <a href="mailto:jchase@state.pa.us">jchase@state.pa.us</a></td>
</tr>
<tr>
<td>Account</td>
<td>DUNS</td>
<td>Company Name</td>
<td>Address</td>
<td>Contact Person</td>
<td>Phone Numbers</td>
<td>Official Website</td>
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<tr>
<td>126583</td>
<td>460007660</td>
<td>SupplySource, Inc.</td>
<td>P O Box 3553, Williamsport, PA 17701</td>
<td>Sid Furst</td>
<td>800-633-8753 or 570-327-1500</td>
<td><a href="http://www.officesupplysourceinc.com">www.officesupplysourceinc.com</a></td>
<td></td>
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</table>
ITEM SHEETS
Office Furniture -- Systems, Seating, and Filing
Part A - Matching Existing

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER</th>
<th>PRICE LIST(S) NAME &amp; ID &amp; DATE</th>
<th>Systems &amp; Metal Case Goods % Discount from List Price</th>
<th>Seating Goods % Discount from List Price</th>
<th>Wood Case Goods % Discount from List Price</th>
<th>Computer Furniture % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
</thead>
</table>

*All discounts defined are discounts for both Installed or Dock delivery methods.*
# ITEM SHEETS

**Office Furniture -- Systems, Seating, and Filing**

**Part A - Matching Existing**

<table>
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<tr>
<th>ITEM</th>
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<th>Computer Furniture % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>G F OFFICE FURNITURE, LTD</td>
<td>1. GF Office Furniture, Ltd. SNAP Panel System, dated 10/03 + 5% (Systems &amp; Metal Case Goods)  2. GF Office Furniture, Ltd. Volume I, GFX &amp; OPS Panel System, dated 4/1/02 + 10.25% (Systems &amp; Metal Case Goods)  3. GF Office Furniture, Ltd. Volume II, Section II Tables; Section III G3 Desk System; Section IV Stratum Desk System; &amp; Section V Files &amp; Storage, dated 4/1/02 + 10.25% (Systems &amp; Metal Case Goods)  4. GF Encore Desk Accessories, dated 1/30/03 (revised price list) + 5% (Metal Case Goods)  5. GF Office Furniture, Ltd. Volume III Seating Price List (includes Giroflex 64, ErogoTek, Friday, Goodform II, TwoFour, Syntop, Duet Nesting, 40/4 stacking, Elan collection), dated 4/1/02 + 10.25% (Seating)  6. Worx Price List Addendum, dated 4/1/03 + 5% (Seating)  7. GF/OSI Signatures in Fine Wood dated 2004 (Wood Case Goods)  8. GF Office Furniture Ltd. e-Plan Desking System Price List, dated 4/03 (revised 6/03) + 5% (Computer Furniture)  9. GF Office Furniture, Ltd. Volume II, Section 1, Commuter Mobile System, dated 4/1/02 + 10.25% (Computer Furniture)</td>
<td>60%</td>
<td>52%</td>
<td>50%</td>
<td>46%</td>
<td>G F Office Furniture, Ltd.  SAP Vendor #162964-005</td>
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</table>

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## ITEM SHEETS

**Office Furniture -- Systems, Seating, and Filing**  
**Part A - Matching Existing**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER LINE</th>
<th>PRICE LIST(S) NAME &amp; ID &amp; DATE</th>
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<th>Wood Case Goods % Discount from List Price</th>
<th>Computer Furniture % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
</thead>
</table>
| 6    | GLOBAL            | 1. Evolve Price List, dated May 1, 2004 (Systems Furniture and Metal Case Goods)  
2. Global List Price Book, dated April 15, 2004 (Systems, Metal Case Goods, Seating, Wood Case Goods, and Computer Furniture) | 60% | 57% | 57% | 57% | Global Industries, Inc.  
SAP Vendor #165961-001 |
4. X Series files and storage 1/2004 (Code FM) (Metal Case Goods)  
5. If 3/03 (Code IF) (Sys & Metal Case Goods)  
7. Race 3/2003 (code BA) (Systems)  
8. Seating 3/2003 (code IA, JA, X9, IM, QA)  
9. X99 adv seminar adden. 8/03 (code X) (Seating)  
10. Hello 10/2003 (code QA) (Seating)  
11. Executive Casegoods 3/03 (code RA, RB) (Wood CG)  
12. Tactics/Kinetics 3/03 (code TA) (Comp. Furn.)  
13. Crossings 3/03 (code TB) (Comp. Furn.) | 60% | 52% | 50% | 45% | Haworth, Inc.  
SAP Vendor #163713-004 |

*All discounts defined are discounts for both Installed or Dock delivery methods.*
## ITEM SHEETS

**Office Furniture -- Systems, Seating, and Filing**

**Part A - Matching Existing**

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<tr>
<th>ITEM</th>
<th>MANUFACTURER LINE</th>
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<th>Wood Case Goods % Discount from List Price</th>
<th>Computer Furniture % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
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<tbody>
<tr>
<td>8</td>
<td>HERMAN MILLER, INC.</td>
<td>1. Herman Miller Action Office, 8/02, #O.MS2002-N (Systems &amp; Metal Case Goods)</td>
<td>74%*</td>
<td>52%</td>
<td>50%</td>
<td>45%</td>
<td>SupplySource, Inc. SAP Vendor #126583</td>
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<td>2. Supplemental Products, 9/03, #O.MS2007-D (Systems &amp; Metal Case Goods)</td>
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<td>3. Herman Miller Q System, 8/02, #O.Q2000-C (Systems &amp; Metal Case Goods)</td>
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<td>4. Herman Miller 10-Day or Less Program, 9/03, #O.MS2008-A (Systems &amp; Metal Case Goods)</td>
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<td>5. Herman Miller Arrio Systems, 3/02, #O.X2000-A (Metal Case Goods)</td>
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<td>6. Herman Miller Ethospace System, 9/03, #O.E2000-N (Systems &amp; Metal Case Goods)</td>
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<td>7. Herman Miller Prospects System, 8/02, #O.K2000-E, +4% eff. 9/03 on all product numbers starting with a &quot;K&quot; as well as G5180., G5181., G5280., and G7215. Option, finish, &amp; fabric upcharges remain the same. (Systems &amp; Metal Case Goods)</td>
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<td>8. Herman Miller Seating, 9/03, #O.MS2003-O (Systems &amp; Metal Case Goods)</td>
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<td>9. Herman Miller Tables &amp; Furniture, 4/03, #O.MS2005-N (Wood Case Goods)</td>
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<td>10. Herman Miller 5000 Series, 9/03, #O.MS2000-D (Computer Furniture)</td>
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<td>11. Herman Miller Passage Desking System, 9/03, #O.P2000-D (Computer Furniture)</td>
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*All discounts defined are discounts for both Installed or Dock delivery methods.*
## ITEM SHEETS
### Office Furniture -- Systems, Seating, and Filing
#### Part A - Matching Existing

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER LINE</th>
<th>PRICE LIST(S) NAME &amp; ID &amp; DATE</th>
<th>Systems &amp; Metal Case Goods % Discount from List Price</th>
<th>Seating % Discount from List Price</th>
<th>Wood Case Goods % Discount from List Price</th>
<th>Computer Furniture % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
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<th>Seating % Discount from List Price</th>
<th>Wood Case Goods % Discount from List Price</th>
<th>Computer Furniture % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>KRUEGER INTERNATIONAL (KI)</td>
<td>SEE ATTACHED SHEET FOR PRICE LISTS IDENTIFICATION AND DATE.</td>
<td>60%</td>
<td>52%</td>
<td>50%</td>
<td>45%</td>
<td>Krueger International, Inc. SAP Vendor #163837-003</td>
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<tr>
<td>12</td>
<td>MAXON</td>
<td>Maxon Pricer, dated June 27, 2004 (includes Systems, Metal Case Goods, Seating, and Computer Furniture)</td>
<td>60%</td>
<td>52%</td>
<td>50%</td>
<td>45%</td>
<td>BJR Business Furniture, Inc. SAP Vendor #155525</td>
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All discounts defined are discounts for both Installed or Dock delivery methods.
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<th>ITEM</th>
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<th>PRICE LIST(S) NAME &amp; ID &amp; DATE</th>
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<th>Seating % Discount from List Price</th>
<th>Wood Case Goods % Discount from List Price</th>
<th>Computer Furniture % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
</thead>
</table>
| 13   | PENNSYLVANIA CORRECTIONAL INDUSTRIES | PCI Retail Furniture Price List, 4/6/2004 (includes Systems, Metal Case Goods, Seating, Wood Case Goods, and Computer Furniture) | 60% | 60% | 60% | 60% | Pennsylvania Correctional Industries  
SAP Vendor #170194 |
2. Intuity System Price Book, dated January 2004 (Systems & Metal Case Goods)  
SAP Vendor #164338-001 |

All discounts defined are discounts for both Installed or Dock delivery methods.
**ITEM SHEETS**

*Office Furniture -- Systems, Seating, and Filing*

*Part A - Matching Existing*

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<thead>
<tr>
<th>ITEM</th>
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<th>Computer Furniture % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
</thead>
</table>
| 15   | STEELCASE, INC.          | 1. Steelcase Turnstone, US Price List #158, 1/04 (Sys, Seating, Wood CG, and Metal CG)  
2. Steelcase Seating US Price List #158, 1/04  
3. Steelcase Wood PL #158, 1/04 (Wood CG)  
4. Brayton, US Price List #158, 1/04 (Comp Furn)  
5. Metro, US Price List #158, 1/04 (Comp Furn)  
6. Details, US Price List #158, 1/04 (Comp Furn)  
7. Vecta, US Price List #158, 1/04 (Comp Furn)  
8. Answer Solutions, Price List #158, 4/04 (Systems)  
9. Avenir, Price List #158, 1/04 (Systems)  
10. Context, Price List #158, 1/04 (Systems)  
11. Series 9000, Price List #158, 4/04 (Systems)  
12. Storage, Price List #158, 4/04 (Metal CG)  
13. Elective Elements, PL #158, 4/04 (Wood CG)  
14. Relevant, Price List #158, 4/04 (Wood CG)  
15. Unison, Price List #158, 4/04 (Wood CG)  
16. Wood Seating, PL #158, 4/04 (Wood CG)  
17. Architecture & Tech Prod. PL #158, 4/04 (Comp Furn)  
18. Vecta Suppl PL-Form #030401, 3/5/04 (Comp Furn) | 62.5% | 52%                     | 50%                     | 45%                     | APW, A. Pomerantz Worldwide  
SAP Vendor #197918 |

*All discounts defined are discounts for both Installed or Dock delivery methods.*

---

*Metal Surcharge of 1% of published list pricing and is not subject to discounting. Products included in the following Wood specification guides are not subject to the steel surcharge: Wood furniture - casegoods and tables; wood seating; Relevant; Stow Davis; Unison; and Elective Elements. The surcharge is also being added to all Brayton executive seating, BraytonSpaces, and Brayton Collaborative products as well as all Vecta products. Steel surcharge will be eliminated when steel prices return to normal levels.*
<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER LINE</th>
<th>Hourly Rate ($/hr.) for Design Layout of Existing Furniture Being Moved from One Area to Another</th>
<th>Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</th>
<th>Overtime/Holiday Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</th>
<th>Union Labor Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</th>
<th>Storage Rate for Storage of Goods Beyond 60 days after Scheduled Delivery Date &amp; Notification from User of Inability to Accept Delivery</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ABCO OFFICE FURNITURE</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$100.00 - Applicable Areas: Per Customer Specifications</td>
<td>$.50 per cubic foot/per week</td>
<td>Jami, Inc., d/b/a ABCO Office Furniture</td>
</tr>
<tr>
<td>2</td>
<td>ALLSTEEL, INC.</td>
<td>$55.00</td>
<td>$40.00</td>
<td>$60.00/Overtime $80.00/ Sunday/Holiday</td>
<td>$75.00</td>
<td>$75.00 $99.00/Overtime $125.50/ Sunday/Holiday Applicable Areas: Where Necessary</td>
<td>$.83 per square foot per day</td>
</tr>
<tr>
<td>3</td>
<td>CONCORD PRODUCTS</td>
<td>$45.00</td>
<td>$36.00</td>
<td>$54.00</td>
<td>$78.00 - Philadelphia County, Allegheny County, Delaware County</td>
<td>$.28/cubic foot/month &amp; $.33/cubic foot/daily</td>
<td>Concord Products Company, Inc.</td>
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<td>4</td>
<td>FLEX-Y-PLAN</td>
<td>$50.00</td>
<td>$42.00</td>
<td>$67.00</td>
<td>$66.00 Standard working hours - not to include OT or Holidays or Weekends</td>
<td>$.03/cubic foot/day</td>
<td>Flex-Y-Plan Industries, Inc.</td>
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<tr>
<td>5</td>
<td>G F OFFICE FURNITURE, LTD</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$90.00 - Applicable Areas: Entire State where union labor may be required.</td>
<td>$.05/cu. ft./day minimum, $60.00/trailer/day</td>
<td>G F Office Furniture, Ltd.</td>
</tr>
<tr>
<td>6</td>
<td>GLOBAL</td>
<td>$60.00</td>
<td>$40.00</td>
<td>$60.00</td>
<td>$58.00* / $74.00** *Pittsburgh Area **Phila. Area Above rates are regular time hourly rate - Overtime is Time and One Half Weekends &amp; Holidays - Doubletime</td>
<td>$.60/sq. ft. per month</td>
<td>Global Industries, Inc.</td>
</tr>
<tr>
<td>ITEM</td>
<td>MANUFACTURER LINE</td>
<td>Hourly Rate ($/hr.) for Design Layout of Existing Furniture Being Moved from One Area to Another</td>
<td>Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</td>
<td>Overtime/Holiday Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</td>
<td>Union Labor Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</td>
<td>Storage Rate for Storage of Goods Beyond 60 days after Scheduled Delivery Date &amp; Notification from User of Inability to Accept Delivery</td>
<td>VENDOR NAME &amp; SAP VENDOR NUMBER</td>
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<td>-------------------------------------------------------------------------------------------------</td>
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<td>---------------------------------------------</td>
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<td>7</td>
<td>HAWORTH, INC.</td>
<td>$55.00</td>
<td>$50.00</td>
<td>$90.00</td>
<td>$65.00</td>
<td>$0.80 per square foot per month</td>
<td>Haworth, Inc. SAP Vendor #163713-004</td>
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<td>8</td>
<td>HERMAN MILLER, INC.</td>
<td>$60.00</td>
<td>$40.00</td>
<td>$60.00</td>
<td>$58.00* / $74.00** *Pittsburgh Area **Phil. Area Above rates are regular time hourly rate - Overtime is Time and One Half Weekends &amp; Holidays - Doubletime</td>
<td>$0.60/sq. ft. per month</td>
<td>SupplySource, Inc. SAP Vendor #126583</td>
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<td>9</td>
<td>KIMBALL INTERNATIONAL MARKETING</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$80.00</td>
<td>$50.00 - Applicable Areas: Entire State of PA $1.25 per cu. ft. per month</td>
<td>$0.25 per cubic foot per day</td>
<td>Kimball International Marketing, Inc. SAP Vendor #162195</td>
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<td>10</td>
<td>KNOLL, INC.</td>
<td>$55.00</td>
<td>$38.00</td>
<td>$76.00</td>
<td>$88.00 - Applicable Areas: Where Union Labor is required by site conditions. $0.85 per cubic foot per day</td>
<td></td>
<td>Knoll, Inc. SAP Vendor #103102-001</td>
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<td>11</td>
<td>KRUEGER INTERNATIONAL (KI)</td>
<td>$60.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$95.00 Applicable Areas: As required $2.00 per sq. foot per month</td>
<td></td>
<td>Krueger International, Inc. SAP Vendor #163837-003</td>
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<tr>
<td>12</td>
<td>MAXON</td>
<td>$55.00</td>
<td>$40.00 per person</td>
<td>$60.00 per person</td>
<td>$60.00 per person</td>
<td>$0.50 square foot/month</td>
<td>BJR Business Furniture, Inc. SAP Vendor #155525</td>
</tr>
</tbody>
</table>
## Item Sheets

**Office Furniture -- Systems, Seating, and Filing**

### Part C - Additional Services

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER LINE</th>
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<th>Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</th>
<th>Overtime/Holiday Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</th>
<th>Union Labor Hourly Rate ($/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another</th>
<th>Storage Rate for Storage of Goods Beyond 60 days after Scheduled Delivery Date &amp; Notification from User of Inability to Accept Delivery</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
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<tbody>
<tr>
<td>13</td>
<td>PENNSYLVANIA CORRECTIONAL INDUSTRIES</td>
<td>$40 - 1st Design at No Charge</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$50.00</td>
<td>Applicable Areas: All</td>
<td>$0.10/per sq. ft. daily, $0.70/per sq. ft. weekly, $2.10/sq. ft. monthly</td>
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<td>14</td>
<td>ROSEMOUNT OFFICE SYSTEMS, INC.</td>
<td>$50.00</td>
<td>$47.00</td>
<td>$67.50</td>
<td>$55.00</td>
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<td>$150.00 per week per truckload or portion</td>
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<td>15</td>
<td>STEELCASE, INC.</td>
<td>$55.00</td>
<td>$37.80</td>
<td>$74.34</td>
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<td>$1.30 per square foot per month with a minimum charge of one month</td>
<td>APW, A. Pomerantz Worldwide SAP Vendor #197918</td>
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<td>TEKNION</td>
<td>$55.00</td>
<td>$39.50</td>
<td>$59.00</td>
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<td>$1.30 per square foot per month with a minimum charge of one month</td>
<td>OfficeMax Inc 263 Shuman Blvd Naperville, IL 60563-1225 SAP Vendor #306014</td>
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<td>17</td>
<td>THE HON COMPANY</td>
<td>$50.00</td>
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<td>The HON Company SAP Vendor #164569-003</td>
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<td>Price List Name</td>
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<tr>
<td><strong>SYSTEMS FURNITURE</strong></td>
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<tr>
<td>SystemsWall “Genius Wall”</td>
<td>4/1/04 + 2.5% + 3.3%</td>
<td>KI-PA040104-1</td>
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<tr>
<td>WireWorks Panel Systems</td>
<td>03/27/06 + 3.3%</td>
<td>KI-11286</td>
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<tr>
<td>System 3000 Panel Systems</td>
<td>1/17/05 + 2.5% + 3.3%</td>
<td>KI-11388</td>
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<tr>
<td><strong>COMPUTER FURNITURE</strong></td>
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<tr>
<td>Desking Systems</td>
<td>08/07/06</td>
<td>KI-11381</td>
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<td>Powered Tables</td>
<td>07/24/06</td>
<td>KI-11384</td>
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<tr>
<td>All Terrain Mobile Furniture</td>
<td>1/17/05 + 2.5% + 3.3%</td>
<td>KI-11393</td>
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<tr>
<td>Tables</td>
<td>1/17/05 + 2.5% + 3.3%</td>
<td>KI-11389</td>
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<tr>
<td>True Desking System</td>
<td>8/2/04 + 2.5% + 3.3%</td>
<td>KI-11348</td>
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</tr>
</tbody>
</table>
Haworth Furniture

Listing of Authorized Haworth Dealers  (revised 3/4/04)

These dealers may act on behalf of Haworth and accept orders from any Commonwealth of Pennsylvania agencies:

Bellia Office Furniture
1055 North Broad Street
Woodbury, New Jersey  08096
856-845-2234

Brennans Office Interiors
67  East Swedesford Road, Suite 501
Exton, Pa  19351
610-251-2331

BMC
320 East Gibson Street
Scranton, Pa  18509
570-344-1295

Burke and Michael
833 Beech Avenue
Pittsburgh, Pa  15233
412-321-2301

TransAmerican Philadelphia
4001 Main Street
Philadelphia, Pa.  19127
215-482-8550

Covington Office Products, Inc
11 Strawberry St
Philadelphia, Pa  19106
215-625-4977

Environmental Interiors
400 North Blue Ribbon Avenue
Harrisburg, Pa  17112
717-652-6060

Hicks Office Plus
1920 East State Street
Hermitage, Pa.  16148
724-347-7788
PLEASE NOTE: PART B IS FOR “BEST VALUE” PRIMARY SUPPLIER FOR NEW INSTALLATIONS OF OFFICE FURNITURE (SYSTEMS, METAL CASE GOODS, AND SEATING) AWARDED TO:

SupplySource, Inc.
PO Box 3553
Williamsport, PA 17701

Indications for New Installations can be the following:

- New workstations need to be created
- New components are not required to interlock with existing systems workstations
- Re-location / re-configuration of existing furniture is not available.

SEE EXHIBIT A FOR SPECIAL CONTRACT TERMS AND CONDITIONS SPECIFIC TO PART B – “BEST VALUE” PRIMARY SUPPLIER FOR NEW INSTALLATIONS – SUPPLYSOURCE.

SEE EXHIBIT B FOR SPECIAL CONTRACT TERMS AND CONDITIONS APPLICABLE TO PART A AND PART B.

PART B – “BEST VALUE” WILL BE USED FOR NEW INSTALLATIONS. SEGMENTS OF OFFICE FURNITURE FOR NEW INSTALLATIONS WILL INCLUDE SYSTEMS, METAL CASE GOODS, AND SEATING. BEST VALUE DOES NOT INCLUDE WOOD CASE GOODS AND COMPUTER FURNITURE. THEREFORE, CONTRACTORS LISTED ON PART A CAN BE UTILIZED FOR NEW OFFICE FURNITURE FOR WOOD CASE GOODS AND COMPUTER FURNITURE FOR COMMONWEALTH EXECUTIVE AND INDEPENDENT AGENCIES.

Direct all questions concerning this contract to:

Cathy Tarquino, Buyer
Bureau of Purchases
(717) 787-7417
e-mail: ctarquino@state.pa.us
CONTRACT
FOR THE
SUPPLY AND INSTALLATION OF OFFICE FURNITURE

This Contract For The Supply And Installation Of Office Furniture ("Contract") is entered into this 21st day of September, 2004, by and between the Commonwealth of Pennsylvania acting through the Department of General Services ("DGS") and SupplySource, Inc., PO Box 3553, Williamsport, PA 17701 ("Contractor").

WHEREAS, DGS issued an Invitation for Bid for the Supply and Installation of Office Furniture, for the following segments of office furniture: systems, metal case goods, seating, wood case goods, and computer furniture - IFB #CN00007712, Legacy Contract #7110-06 ("IFB"); and

WHEREAS, the IFB was comprised of two parts: Part A – Multiple Award Contract to Match Existing Installation Requirements and Part B – “Best Value” Primary Supplier for New Installations (Part B only includes systems, metal case goods, and seating); and

WHEREAS, Contractor submitted a bid in response to the IFB, including a proposal for Part B - “Best Value” Primary Supplier for New Installations; and

WHEREAS, Contractor was the lowest responsible bidder for Part A for the Herman Miller manufacturer lines of furniture and was selected for a multiple award contract to match existing installations; and

WHEREAS, Contractor’s proposal was selected for the Part B – “Best Value” Primary Supplier for New Installations of the IFB; and

WHEREAS, in response to preselection negotiations with DGS, Contractor submitted addenda to its Technical submittal; and

WHEREAS, DGS and Contractor negotiated this Contract as their final and entire agreement in regard to the sale and installation of office furniture for both new installations and to match existing installations.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall sell and install, and Commonwealth executive and independent agencies shall purchase, office furniture - systems, seating, metal case goods, wood case goods, and computer furniture - in accordance with the terms and conditions of this Contract.
2. Contractor shall sell to and install office furniture – systems, seating, metal case goods, wood case goods, and computer furniture - in accordance with the terms and conditions of this Contract for other Commonwealth agencies and for all local public procurement units, as that term is defined in Section 1901 of the Commonwealth Procurement Code, 62 Pa.C.S. §1901.

3. DGS and Contractor agree to be bound to the Special Contract Terms And Conditions Specific to Part B – “Best Value” Primary Supplier For New Installations – SupplySource, attached hereto as Exhibit A, and the Special Contract Terms and Conditions attached hereto as Exhibit B. Both Exhibit A and Exhibit B are made part of this Contract.

4. Contractor agrees to sell and install office furniture, whether it is for a new installation or to match existing installations, at a 74% discount from list prices for systems and metal case goods, which includes delivery and installation, as shown in the Final Price Submittal, which is attached hereto as Exhibit C and made a part hereof. Contractor also agrees to sell and install seating, wood case goods, and computer furniture at the pricing shown in the Pricing Submittal for Part A - Matching Existing Furniture and to provide Additional Services at the pricing shown in the Pricing Submittal for Part C – Additional Services. The Pricing Submittal for both Part A and Part C is attached hereto as Exhibit D and is made a part hereof.

5. Contractor agrees to meet and maintain the commitments made to disadvantaged businesses made in the Disadvantaged Business Submittal, which is attached hereto as Exhibit E and made a part hereof. Any proposed change must be submitted to the DGS Bureau of Minority and Women Business Opportunities (“BMWBO”), which will make a recommendation as to a course of action to the contracting officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the contracting officer and BMWBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

6. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:

   a. The Special Contract Terms And Conditions Specific to Part B – “Best Value” Primary Supplier For New Installations – SupplySource, as set forth in Exhibit A.

   b. The Special Contract Terms and Conditions set forth in Exhibit B.

   c. The Standard Contract Terms And Conditions For Statewide Supplies Contract, GSPUR-12C (Rev. 1/17/03).

   d. The Final Price Submittal for Part B – Best Value Primary Supplier, which is attached hereto as Exhibit C.
e. The Price Submittal for Part A – Match Existing Furniture and Part C – Additional Services which is attached hereto as Exhibit D.

f. The Disadvantaged Business Submittal, which is attached hereto as Exhibit E.

g. The IFB and Addendums 1 and 2 which are attached hereto as Exhibit F and made a part hereof.

h. Contractor's original Technical Submittal, which is attached hereto as Exhibit G and made a part hereof.

IN WITNESS WHEREOF, the parties have signed this Contract.

Witness:

By: [Signature]
(Assistant) Secretary

Tracy Fink 08/09/2004
Printed Name/Date

Contractor:

By: [Signature]
(Vice) President

Ray Thompson 08/09/2004
Printed Name/Date

23-2310594
Federal I.D. Number

Commonwealth of Pennsylvania
Department of General Services

By: [Signature]
David P. Yarkin
Deputy Secretary for Procurement

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Office of Chief Counsel Date

[Signature]
Office of Attorney General Date

APPROVED:

[Signature]
State Treasurer Date
EXHIBIT A

SPECIAL CONTRACT TERMS AND CONDITIONS SPECIFIC TO PART B – “BEST VALUE” PRIMARY SUPPLIER FOR NEW INSTALLATIONS – SUPPLYSOURCE

These Special Contract Terms And Conditions Specific To Part B – “Best Value” Primary Supplier For New Installations – SupplySource are, in addition, to the Special Contract Terms and Conditions shown in Exhibit B.

1. **“Best Value” Primary Supplier Price Submittal:** SupplySource has been awarded the Part B - “Best Value” Primary Supplier for New Installations at a 74% discount from the manufacturer list prices. Therefore, this discount will supersede the discount offered in the Bid Sheet for Part A – Matching Existing Furniture and shall apply for all product lines offered in Part A for Systems & Metal Case Goods. The product Lines that were offered are: Herman Miller Action Office, Supplemental Products, Herman Miller Q System, Herman Miller 10-Day or Less Program, Herman Miller Arrio Systems, Herman Miller Ethospace System, and Herman Miller Prospects System. The 74% Discount from List Prices includes delivery and installation. (No separate discount for dock delivery.)

2. **“Best Value” Primary Supplier:** Segments of Office Furniture for new installations will include systems, metal case goods, and seating. Best Value does not include wood case goods and computer furniture.

3. **Performance Bond:** SupplySource must within ten (10) days after notification, submit performance security in the amount of $250,000.00. Performance security must be in the form of a specific performance bond, an annual and performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to DGS, or a certified check or bank cashier’s check drawn to the order of the “Commonwealth of Pennsylvania”. All performance security shall be conditioned for faithful performance of the contract or purchase order(s). Failure to provide performance security within the ten (10) days after notification may result in award to another bidder, and SupplySource, shall be responsible for any increase in cost. Where SupplySource does not comply with the Contract or purchase order obligations, the amount of the Commonwealth’s (CWOPA) damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or CWOPA may, at its option, sue the contractor or its surety for the damages it has suffered for any breach of contract, in which case, security held by CWOPA shall be applied as a credit in such suit for damages. Checks deposited with CWOPA shall be placed in authorized Commonwealth depositories by the Treasury Department as required by the Fiscal Code, 72 P.S. Section 301. Checks shall be returned to bidders upon completion of the performance of their obligations under the contract or purchase order(s). If an irrevocable letter of credit, certificate of deposit, or escrow account is submitted, the document must require the financial institution to pay CWOPA, upon written notice, the amount demanded by CWOPA, up to the amount of the irrevocable letter of credit, escrow account, or certificate of deposit.

4. **Department of General Services Capital Budget Monies for Furniture:** If monies are appropriated to the Department of General Services (DGS) by the Pennsylvania General Assembly through a Capital Budget Bill for furniture for a newly-constructed or renovated building, the Office Furniture shall be procured from SupplySource for the building regardless of the identity of the future occupant of the building (including political subdivisions and state-affiliated entities). In all other cases, political subdivisions and state-affiliated entities shall have the option to purchase Office Furniture from SupplySource or any company that was awarded a multiple award contract or to pursue its own procurement contract for the furniture.
1. **CONTRACT SCOPE/OVERVIEW:**
This Contract No. CN00007112, (identified here and in the other documents as the “Contract”) will cover the requirements of Commonwealth agencies for the supply and installation of Office Furniture for those manufacturer lines awarded to the Contractor (“Office Furniture”). Office Furniture includes 5 major category segments: systems, seating, metal filing case goods (includes filing and storage units), wood filing case goods (includes desks, filing, and storage), and computer furniture (includes metal desks).

The Contractor will be required to provide Office Furniture for executive and independent agencies and must be willing to provide Office Furniture for independent agencies and state affiliated entities as well as entities under the COSTARS program. COSTARS is a service provided by the Department of General Services for Local Public Procurement Units located in Pennsylvania. Local Public Procurement Units are authorized by law to participate in or purchase off of Department of General Services’ statewide requirements contracts. Eligible Local Public Procurement Units are defined as:
- Any political subdivision
- Any public authority
- Any tax exempt, nonprofit educational or public health institution or organization
- Any nonprofit fire, rescue or ambulance company
- And to the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

The Contractor will be required to provide Office Furniture to match existing installation requirements. All orders for projects to match existing Office Furniture with a total price greater than $5,000 may be reviewed and approved by the DGS Office Furniture Contract Manager. The Contractor shall not accept any orders for new installations for Commonwealth executive and independent agencies unless the order has been approved in writing by the DGS Office Furniture Contract Manager.

2. **TERM OF CONTRACT:**
The Contract shall commence on the Effective Date, which shall be no earlier than June 1, 2004 and expire on May 31, 2007.

3. **OPTION TO EXTEND:**
The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

4. **OPTION TO RENEW:**
The Contract or any part of the Contract may be renewed for two (2) additional one (1) year terms by mutual agreement between the Commonwealth and the Contractor. If this Contract is renewed the same terms and conditions shall apply.

5. **OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:**
The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the project has an estimated cost of $2,000,000 (net pricing) or more.

6. **MANDATORY REQUIREMENTS:** The following mandatory requirements apply to both the multiple award contracts awarded under Part A – Matching Existing Supplier and and the single award contract awarded under Part B – Best Value Primary Supplier.
A. CATALOG:

To assist the using agencies to determine their needs, the Contractor must provide as requested an illustrated catalog and price list(s) showing all items available in this Contract. Each item shown shall be identified with the catalog number, type of fabric, and colors available.

B. ADDITIONAL RELATED SERVICES:

The Contractor must agree to provide additional related services in conjunction with the furniture items they are offering to supply to the Commonwealth under this Contract. The additional related services must include design layout of existing furniture being moved from one area to another and relocation and/or reconfiguration of existing manufacturers' lines of furniture. A list of all the above services offered by the Contractor along with the associated prices can be found in the Pricing Submittal for Part C – Additional Services found in Exhibit D. The Exhibit includes regular rates, overtime rates (nights and weekends), and any union labor rates if applicable to certain areas. These services are over and above the services already built into the furniture discounts offered.

C. PRICE LIST REFERENCE:

All items ordered from the Contract shall be delivered F.O.B. Destination to any point within the Commonwealth of Pennsylvania. Price lists that are referenced in this Contract identify the various items on the price list, and the manufacturer's price for each item. Any reference, which may appear on any price list and/or catalog, to any items and conditions, such as F.O.B. Shipping Point, prices subject to change, will not be part of this Contract with the Contractor and will be disregarded by the Commonwealth.

D. STORAGE OF FURNITURE:

The Contractor must have the ability to provide storage of furniture until new buildings or building renovations are completed. Storage charges shall not accrue until sixty (60) calendar days after scheduled delivery date and the using agency has indicated they still cannot accept delivery. The Storage Charges based on price per cubic foot, price per day, month, etc., can be found in Exhibit D, Part C under Additional Services.

E. PAYMENT DISCOUNTS:

If no prompt payment discounts are stated in this Contract, payment terms are Net 30 days.

F. COMMUNICATION WITH DEALER NETWORK:

The Contractor must communicate with the manufacturer and its other dealers and subcontractors concerning proper quotations and invoicing to Commonwealth agencies. Invoices must reflect list prices for all parts/components in the ordered Office Furniture and show the discount percentage taken from list prices.

G. WEB-BASED CATALOG:

The Contractor must provide a web-based catalog customized for this Contract. The web-based catalog must be created by the Contractor within 90 days of Contract effective date. The format must be in a similar format as provided for the State of Florida: http://fcn.state.fl.us/st_contracts/425001011/.

H. WARRANTIES:

All warranties include labor costs. Warranty work can be performed either on-site or at an off-site location (the manufacturer or authorized distributor's facility), whichever would provide for the fastest response (turn-around time). The Contractor guarantees that the provided equipment will be
standard new equipment. All items of furniture delivered under this Contract shall be guaranteed for materials and workmanship as follows:

Systems:

- All Products, including Parts and Workmanship – minimum of 10 years.
- Operational Mechanisms and Electrical Components – minimum of 10 years.
- Fabric and Laminate - 3 years.

Seating: Minimum 10-year basic warranty and at least 7 years on the piston

If defects occur during this time, the Contractor shall replace or correct without cost to the Commonwealth, except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.

1. DESIGN SERVICES SPECIFICATIONS:

The Contractor must provide design services for new furniture purchases at no additional charge. The design firm may also be required to identify in generic terms other free-standing furniture required for a project, such as file cabinets, tables, chairs, and floor to ceiling partitions, etc.

1. GENERAL REQUIREMENTS

Design Services shall also be performed with ergonomic concerns being considered. Designs generally will consist of specifying the furniture required for the project to be ordered from the Contract. All design must be completed utilizing an Auto CAD computer aided planning system. The Commonwealth is willing to accept the standard system the design firm uses but training must be provided to Commonwealth personnel at no additional charge. It is mandatory that the Contractor provide CAD drawings in print and disk.

The Contractor shall adhere to all Commonwealth policies and work rules when working at a Commonwealth location. This includes facility regulations, such as elevator capacity, dock regulations, floor load capacity, etc. Parking expense will be the responsibility of the Contractor.

The Contractor is expected to complete the design phase of a project in a time frame agreed between the Contractor and the using agency, which could include timeframes dictated by the construction or renovation of leased space. It is expected that the Contractor will assign the appropriate skill type and number of designers required for a particular project, to ensure timely delivery of all aspects of design services.

2. SPECIFIC REQUIREMENTS FOR DESIGN SERVICES: Listed below are the specific requirements for design services performed by the Contractor:

a. BUILDING MEASUREMENTS: The Contractor is required to take field measurements prior to designing the project. If measurements are provided by an agency, the Contractor shall confirm they are correct.

b. PROJECT MANAGEMENT: Each project will be assigned a project manager by the using agency, if necessary. The agency project manager shall approve each step of the design process prior to progression of the project to the installation phase.

c. PRE-DESIGN REVIEW MEETING: The agency project manager will schedule a pre-design review meeting with the Contractor to discuss general agency design requirements. The Contractor is to identify a design coordinator for the project. This
person will be the contact person for the agency project manager. The agency project manager will provide the design coordinator with an inventory of any special equipment specifications, and will also discuss space utilization and the number and general types of workstations to be designed. Also discussed will be any other information to be considered in the design process, such as special considerations for public contact, locations of any special groups or large areas, security areas, handicap employee offices, the particular agencies space standards, and also a list of the various products covered under the Contract and the products covered under any other Commonwealth contracts (such as file cabinets, tables, chairs, floor to ceiling partitions, etc.). The Contractor is responsible for working with the agency project manager and/or the landlord of Commonwealth leased space to identify specific requirements such as elevator capacity, loading dock regulations, etc., for the facility in which the work is being performed.

For projects that will include the re-utilization of some existing furniture, the Contractor is required to do an inventory of all existing furniture as part of this step.

d. **PRELIMINARY DESIGN PLAN:** The Contractor will then prepare a preliminary design plan showing in detail the position of all new furniture required from the Contract, as well as specifying in generic terms other new free-standing furniture required such as file cabinets, tables, chairs, and floor to ceiling partitions, which will be purchased from other Commonwealth of PA contracts. This plan shall be to 1/8" or 1/4" scale.

After development of the preliminary design plan, the agency project manager is allowed to make one to four (1 to 4) sets of changes, based on program changes, etc., prior to finalization of the preliminary design plan. If more than 4 sets of changes are necessary the Contractor can charge for Design Services per the rate defined in Part C – Additional Services found in Exhibit D. The agency project manager shall approve, in writing, the final plan prior to proceeding.

e. **INSTALLATION DESIGN PLAN:** The Contractor will then prepare an installation design plan, showing in detail all new Office Furniture required for the project, wall heights, colors, types of panels (solid, glass, acoustical), electrical outlets, telephone outlets, word processing/computer outlets, as well as, in generic terms, other new free-standing furniture required such as file cabinets, tables, chairs, and floor to ceiling partitions, which will be purchased from other Commonwealth of PA contracts.

The installation design plan shall be to 1/8” or 1/4” scale and is due after the approval of the preliminary design plan. No changes in the approved installation design plan will be allowed prior to occupancy except for safety code regulations authorized by the agency project manager or changes necessitated due to lessor requested changes and approved by the agency project manager.

f. **ITEMIZED PARTS LIST (bill of materials):** The Contractor will then provide the agency project manager with an itemized parts list (bill of materials) specifying in detail all new Office Furniture required for the project that will be ordered from the Contract, including product numbers, quantities, colors, etc. A summation quote as to the total number and cost per workstations, interview booths, etc. will also be required.

For projects that will include the re-utilization of some existing furniture and an inventory of the existing furniture has been done, the Contractor shall provide the agency project manager with a list of all existing furniture to be re-utilized in the project. This list shall be in addition to the itemized parts list (bill of materials) of new furniture required for the project and the generic list of new free-standing furniture required for the project and covered under other contracts, both described above.
g. PRIOR TO INSTALLATION: The Contractor shall identify the location of electric receptacles, voice and data jacks.

h. AVAILABILITY DURING INSTALLATION: The Contractor shall be available to answer questions and provide consultation, including installation inspections, if required in order to verify that the installation of the furniture is being installed in accordance with the approved design.

i. DESIGN SERVICES APPROVAL: Each step of the project must be approved, in writing, by the agency project manager prior to proceeding to the next step. All plans are to be submitted in accordance with the established time frames. All plans shall be submitted in compliance with Commonwealth of PA space standards using accepted drafting standards. The Commonwealth of PA reserves the right to require all plans to be submitted in multiples of three. The Commonwealth of PA also reserves the right to require all plans for a particular project to be submitted in an electronic format including CD format and e-mail. When requested, all plans and diskettes shall be submitted in a format that is compatible with the Auto CAD computer aided planning system in an acceptable electronic format including CD format and e-mail, which shall become the property of the Commonwealth of PA. The Commonwealth reserves the right to be able to make additional copies of the Contractor’s plans as needed.

J. SAFETY AND PERFORMANCE STANDARDS:


K. GEOGRAPHIC COVERAGE:

Coverage under this Contract shall be the entire state of Pennsylvania.

L. DISPOSAL OF PACKAGING:

The Contractor must dispose of shipping material and packaging at the time of installation. Recycling of shipping and packaging material is required when possible.

M. DELIVERIES:

All items ordered from this Contract shall be delivered F.O.B. DESTINATION (to any point within the Commonwealth of Pennsylvania) within a reasonable time, not to exceed sixty (60) calendar days after receipt of Purchase Order, unless otherwise agreed to, in writing, between the Department of General Services and the Contractor. The supplier must contact the ordering agency prior to making delivery, and mutually agree on the date of delivery and the approximate time.

N. TIMELY DELIVERY:

Timely delivery in accordance with the terms and conditions of the Contract is essential to the accomplishment of the mission of DGS. The Contractor shall immediately notify the customer and DGS in writing if any situation delays or threatens to delay the timely performance of any order. The notification shall include the Contractor’s best possible delivery time for the using agency’s approval. If the using agency does not approve the alternate delivery date(s) (with or without obtaining consideration from the Contractor), the Commonwealth shall have the right to cancel the order(s) in whole or in part without further liability on the Commonwealth’s part. DGS also has the right to purchase the goods elsewhere and/or hold the Contractor accountable for all damages and direct costs resulting from the Contractor’s unacceptable delivery date(s). If unapproved late deliveries are made, the using agency may cancel the order(s) in whole or in part,
purchase the goods elsewhere, and/or hold the Contractor accountable for all damages and direct
costs resulting from the Contractor’s failure to deliver on schedule. Acceptance of a late delivery
by the using agency shall not constitute a waiver of the using agency’s claim for any damage that
the late delivery may have caused. The using agency also has the right to require multiple
deliveries to the same site within the same time frame.

Q. **PRICE ESCALATION/DE-ESCALATION CLAUSE:**

Prices will remain the same during the first year of this Contract. For year 2 and year 3,
manufacturers must agree that prices contained in new price lists will be adjusted based on the
paragraphs listed below. If this Contract is offered for renewal for an additional year, pricing is
subject to conditions defined in this section under Paragraph 9, Option to Renew.

For the Published Catalog Retail List Prices, the price escalation / de-escalation formula will be
tied to the change in the Producer Price Index (PPI) for Finished Goods (less energy and food).
The formula is calculated by taking the PPI at the anniversary of the Contract and calculating the
annual percent change for that year. This formula applies after Year 1 of the Contract.

Details on how the PPI for each lot has historically performed can be found at the Bureau of Labor
Scroll down to the “Producer Price Index Commodity Data” and select the “Create Customized
Tables (One Screen)” icon. In step 1 - “Select a Group” section select “12 Furniture and
household durables.” In step 2 - “Select one or more items” section select “122 Commercial
Furniture.” In step 3 – “Select Seasonal Adjustment” section checkbox only “Not Seasonally
Adjusted.” Finally in step 4 click the Get Data button. The following screenshot reflects the
output:
The maximum price escalation or de-escalation for either lot will be maintained at 5% per year. Exceptions can be requested with appropriate manufacturer's or wholesaler's documentation subject to the Department’s full or partial rejection, modification, or approval.

Example:
Assumptions
Year 1 Item A Pricing = $200.00
April 2003 is the first year anniversary of the Contract
April 2003 PPI for Commercial Furniture = 162.2
April 2002 PPI for Commercial Furniture = 160.0

Price Escalation / De-escalation Computation:
% Change in PPI for Finished Goods (less energy and food)
= (Apr 2003 PPI – Apr 2002 PPI) / Apr 2002 PPI
= (162.2 – 160.0) / 160.0
= 1.38% (prices have increased)

Therefore, the factor to adjust prices would be 1.38% for Year 2.

Year 2 Item Pricing = $200.00 * (1 + (0.0138))
Year 2 Item Pricing = $202.75

Price changes may not take effect on products shipped sooner than sixty (60) days after new prices go into effect and after receipt of written notification with specific new prices to the buyer.

P. SUPPLEMENTAL PRICE LISTS:

The Department of General Services may, in its sole discretion, allow the Contractor to add supplemental price lists to its Contract during the Contract year for additional or improved items only. All requests to add supplemental price lists to this Contract must be in writing and submitted, along with a copy of the supplemental price list, to the Department of General Services. The Department of General Services will review and, in its discretion, approve or disapprove the request. Items on any supplemental price lists cannot be sold to Commonwealth Agencies under this Contract until the written request is approved by the Department of General Services.
Q. INVOICING:

The Contractor will be required to use the format shown below, in MS Excel, for reporting invoices:

**Invoice Format Review**

<table>
<thead>
<tr>
<th>Supplier Name:</th>
<th>Salesperson Contact Name:</th>
<th>Salesperson Contact Phone #:</th>
<th>Buying Org. / Agency:</th>
<th>Install Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>PO #</th>
<th>Line Item #</th>
<th>Invoice Date</th>
<th>Product Category</th>
<th>Item Description</th>
<th>Item Number</th>
<th>Manufacture r</th>
<th>Mfg Number</th>
<th>UOM (Unit of Measure)</th>
<th>Delivery Method (Dock /Installed)</th>
<th>Qty</th>
<th>Catalog Unit Price</th>
<th>PA Unit Price</th>
<th>PA Cost</th>
<th>PA Discount</th>
</tr>
</thead>
</table>


R. PACKAGING, ASSEMBLY, LABELING, AND PALLETIZING REQUIREMENT:

1. PACKAGING: All major components shall be boxed and/or packaged as specified by the user agency, if different from manufacturer’s standard practice. All major components shall be packaged ready for installation, including all necessary parts and hardware. For example, panels, hanging shelving units, flipper doors, hanging lateral file drawers, etc. must be packaged with side rails, top rails, locks, guides, etc. Screws, clips, connectors, and all other necessary hardware required to install an item must be individually packaged and included with the primary item. All cartons used shall be similar in size to the particular item included in the carton, i.e. a 6-foot carton should not be used to package a 4-foot panel. The general rule of thumb is that the carton shall not exceed the product by more than 5 inches (approximately).

Blanket wrapping is acceptable for orders being delivered directly to the ordering agency for immediate installation. Blanket wrapping is NOT ALLOWED for orders delivered to a warehouse operation.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

When palletizing is required (warehouse) or requested, there shall be no additional cost to the Commonwealth for the pallets.

2. ASSEMBLY: All items shall be delivered ready to install. Items shall not require any major pre-installation assembly. For example, panels, hanging shelving units, flipper doors, hanging lateral file drawers, etc. shall consist of primary component parts such as side rails, top rails, locks, guides, etc. Screws, clips, connectors, and all other necessary hardware required to install an item can be unattached but must be individually packaged and included with the primary item. Requiring minor assembly of connectors, etc. after removal from the box is acceptable. Items that are totally broken down into small components are UNACCEPTABLE.

3. LABELING: All boxes/packages shall be properly labeled. Labeling shall include, but is not limited to: name of the product and short description (i.e. 48” x 60” panel, etc.), manufacturer's catalog number, Agency Purchase Order number, quantity, and color.

4. PALLETIZING: Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 2-way or 4-way shipping pallets are acceptable.
- Maximum height: 74"; including pallet. This also applies to stacked pallets.
- Maximum weight: 2,000 pounds; per single unstacked pallet, including pallet.
- Pallets are to be securely banded and/or shrink-wrapped. Loads shall not exceed the size of the pallet, and material shall not overhang pallets.
- Material shall be palletized in such a manner that will make receiving of goods easily identifiable, without unloading pallet and merchandise. Mixing of commodities will not be allowed, unless identification is easily performed. Like items and colors are always to be palletized together. Boxes shall be stacked on pallets with the labels facing the outside.
- There shall be no additional cost for palletizing.
Other shipments, including those directly to an installation location, MAY also be requested as palletized deliveries, and if requested, shall also conform to the above requirements. For orders that include installation or warehousing, the pallets belong to the Contractor.

5. MINIMUM ORDER:

The Contractor shall accept minimum purchase order dollar value to be $1,000, qualifying for FOB delivered prices.

7. POLITICAL SUBDIVISIONS AND PUBLIC AUTHORITIES AND OTHER LOCAL PUBLIC PROCUREMENT UNITS:

The Contractor will be required to participate in the DGS COSTARS Program and provide Office Furniture and services at the same price and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that elect to participate in the Contract through the COSTARS program.

9. LOCAL PUBLIC PROCUREMENT UNIT PARTICIPATION:

Those local public procurement units and any other Commonwealth purchasing agencies, which issue orders under the Contract, are intended beneficiaries under the Contract and are real parties in interest with the right to sue and be sued without joining Commonwealth of Pennsylvania Department of General Services as a party.

Local public procurement units, and any other Commonwealth purchasing agencies, that elect to participate in the Contract will enter into participating agreements directly with the awarded Contractor and will be responsible for payment directly to the Contractor(s).

The Contractor agrees to provide the contracted services at the awarded price, in accordance with the contractual terms and conditions, to all local public procurement units that decide to participate.

10. LIQUIDATED DAMAGES:

CWOPA, at its option, for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. CWOPA shall notify the Contractor, in writing, of any claims for liquidated damages pursuant to this paragraph before the date CWOPA deducts such sum from money payable to the selected Contractor.

The delivery requirements as set forth in this Contract have been fixed so that the delivery of final product/service is consistent with timing schedules of the CWOPA's and/or Local Units of Government programs. If the delivery of final product/service do not fall within the time limits set forth in the Contract and/or individual project timelines, the delay will interfere with the proper implementation of the Commonwealth's and/or Local Units of Government Programs utilizing the system pursuant to the Contract, to the loss and damage of the CWOPA and/or Local Unit of Government. From the nature of the case, it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such delay. The CWOPA and/or Local Unit of Government and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be in the amount set forth below, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The CWOPA and/or Local Unit of Government at its option, for amounts due the CWOPA and/or Local Unit of Government as liquidated damages may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

- If the Contractor does not deliver the final product/service, ready for use on or before the scheduled delivery, the Contractor shall pay to the CWOPA and/or Local Unit of Government, as fixed and agreed upon, liquidated damages, for each calendar day between the delivery date specified and the date of final delivery, but not more than 30 calendar days
in lieu of all other damages due to such non-delivery, an amount of 1/10th of 1% of the Purchase Order/Departmental Contract Release Form total cost per project.

- If some, but not all, of the final product/services described in the Purchase Order/Departmental Contract Release Form are delivered ready for use, by the scheduled delivery, liquidated damages shall not accrue against the final product/service delivered.

- If the delay is more than thirty 30 calendar days, then by written notice to the Contractor, the CWOPA and/or Local Unit of Government may terminate the right of the Contractor to deliver, and may obtain substitute final product/services. In this event, the Contractor shall be liable for liquidated damages in the amounts specified above until acceptable substitute final product/services are delivered, ready for use, or for 30 days from the scheduled delivery date, whichever occurs first.

- EXCEPTION: Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, or of the public enemy, acts of the Commonwealth and/or Local Unit of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor. If the delays are caused by the default of a sub contractor, if such default arises out of causes beyond the control of both the Contractor and sub contractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

11. ADDITIONAL ITEMS:
CWOPA reserves the right to add additional items to this Contract.

12. CONTRACT REQUIREMENTS – DISADVANTAGED BUSINESS PARTICIPATION AND ENTERPRISE ZONE SMALL BUSINESS PARTICIPATION:

The Contractor shall meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses as provided in this Contract. Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture must perform at least 50 percent of the subcontract or Small Disadvantaged Businesses/Enterprise Zone Small Business participation portion of the joint venture.

Commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation must be maintained throughout the term of the Contract. Any proposed change must be submitted to Department of General Services’ Bureau of Minority and Women Business Opportunities (BMWBO), which will make a recommendation as to a course of action to the contracting officer.

If this Contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation of the original contract.

The Contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the Department of General Services and BMWBO within 10 workdays at the end of each quarter the Contract is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Businesses and/or
Enterprise Zone Small Business participation involved in joint ventures. Also, it is a record of fulfillment of the commitment your firm made and for which it received Disadvantaged Businesses and Enterprise Zone Small Business points.

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

13. INSTALLED VS. DOCKED DELIVERY DISCOUNT: All discounts defined by the Contractor in either Part A – Matching Existing Furniture or Part B – “Best Value” Primary Supplier are discounts for both Installed or Dock delivery methods.

Installed delivery is defined as everything up to and including inside delivery and complete installations and removal of all packaging materials.

Dock delivery is defined as delivered to loading dock or tailgate.

14. ADDITIONAL NOTES: Only work satisfactorily performed after execution of a written Contract, after the Contractor’s receipt of a purchase order from CWOPA, and after the Contract term has begun will be reimbursed.
The contractor(s) will be required to provide Office Furniture for executive and independent agencies and must be willing to provide Office Furniture for independent agencies and state affiliated entities as well as entities under the COSTARS program. COSTARS is a service provided by the Department of General Services for Local Public Procurement Units located in Pennsylvania. Local Public Procurement Units are authorized by law to participate in or purchase off of Department of General Services’ statewide requirements contracts. Eligible Local Public Procurement Units are defined as:

- Any political subdivision
- Any public authority
- Any tax exempt, nonprofit educational or public health institution or organization
- Any nonprofit fire, rescue or ambulance company
- And to the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

<table>
<thead>
<tr>
<th>SAP VENDOR NUMBER</th>
<th>SAP AGREEMENT NUMBER</th>
<th>CONTRACTOR NAME/ADDRESS</th>
<th>TELEPHONE NO.</th>
<th>FAX NO.</th>
<th>CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>126583</td>
<td>4600007660</td>
<td>SupplySource, Inc. P O Box 3553 Williamsport, PA 17701</td>
<td>800-633-8753 or 570-327-1500</td>
<td>570-327-1244</td>
<td>Sid Furst</td>
</tr>
<tr>
<td></td>
<td></td>
<td>*Indicates MBE Vendor</td>
<td>717-299-7266</td>
<td>717-299-7243</td>
<td>E-mail: <a href="mailto:sidf@supplysourceinc.com">sidf@supplysourceinc.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Merv Zeager (Local Rep)</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>E-mail: <a href="mailto:merz@supplysourceinc.com">merz@supplysourceinc.com</a></td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Web address: <a href="http://www.OfficeSupplySource.com">www.OfficeSupplySource.com</a></td>
</tr>
</tbody>
</table>
## ITEM SHEET

**Office Furniture -- Systems, Seating, and Filing**

**Part B - "Best Value" Primary Supplier for New Installations**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER LINE</th>
<th>PRICE LIST(S) NAME &amp; ID &amp; DATE</th>
<th>Systems &amp; Metal Case Goods % Discount from List Price</th>
<th>Seating % Discount from List Price</th>
<th>VENDOR NAME &amp; SAP VENDOR NUMBER</th>
</tr>
</thead>
</table>
| 8    | HERMAN MILLER, INC. | 1. Herman Miller Action Office, 02/07 (Systems & Metal Case Goods)  
2. Supplemental Products, 02/07 (Systems & Metal Case Goods)  
3. Herman Miller Arrio Systems, 02/07 (Systems & Metal Case Goods)  
4. Herman Miller Ethospace System, 02/07 (Systems & Metal Case Goods)  
5. Herman Miller Prospects System, 02/07 (Systems & Metal Case Goods)  
6. Herman Miller Seating: Aeron, Mirra, Celle, Ambi, Ergon, Equa, Caper, Limerick, Aside & Reaction, 02/07 (Seating)  
7. Herman Miller Tables & Furniture, Arrio, Avire, CLT, Eames & Qtables, 02/07 (Wood Case Goods)  
8. Herman Miller 5000 Series, 02/07 (Computer Furniture)  
9. Herman Miller Passage Desking System, 02/07 (Computer Furniture)  
10. Herman Miller Resolve Furniture System, 02/07 (Computer Furniture)  
11. Herman Miller Vivo, 02/07 (Computer Furniture)  
12. Herman Miller My Studio, 02/07 (Computer Furniture)  
13. Herman Miller Traverse, 02/07 (Systems & Metal Case)  
14. Herman Miller Quadrant Filing & Storage, 02/07 (ONLY B & F PEDS) | 74% | 52% | SupplySource, Inc.  
SAP Vendor #126583 |

*All discounts defined are discounts for both Installed or Dock delivery methods.*
**AUTHORIZED COSTARS DEALERS**

These authorized Herman Miller dealerships may act on behalf of SupplySource, Inc. and may quote and service, including invoicing and accepting payment in their own name for **all Costars participants** within their respective territories as listed below:

<table>
<thead>
<tr>
<th><strong>Corporate Environments</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>605 East Broad Street</td>
<td>Steve Petia</td>
</tr>
<tr>
<td>Bethlehem, PA  18018</td>
<td><a href="http://www.ceginc.com">www.ceginc.com</a></td>
</tr>
<tr>
<td>Phone…………610.974.7990</td>
<td></td>
</tr>
<tr>
<td>Fax…………610.974.7994</td>
<td></td>
</tr>
</tbody>
</table>

**Authorized counties:**

Berks, Bucks, Carbon, Lehigh, Monroe, Northampton, Schuykill

<table>
<thead>
<tr>
<th><strong>Continental Office Environments</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>285 E. Waterfront, Suite 100</td>
<td>Debra Krumenacker</td>
</tr>
<tr>
<td>Homestead, PA  15120</td>
<td><a href="http://www.conof.com">www.conof.com</a></td>
</tr>
<tr>
<td>Phone…………412.464.2500</td>
<td></td>
</tr>
<tr>
<td>Fax…………412.464.2525</td>
<td></td>
</tr>
</tbody>
</table>

**Authorized counties:**


<table>
<thead>
<tr>
<th><strong>Herman Miller/Spectrum</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1003 W. Ninth St.</td>
<td>Gary DiBlasi</td>
</tr>
<tr>
<td>King of Prussia, PA  19406</td>
<td><a href="http://www.spectrumworkplace.com">www.spectrumworkplace.com</a></td>
</tr>
<tr>
<td>Phone…………610.354.0300</td>
<td></td>
</tr>
<tr>
<td>Fax…………610.354.0370</td>
<td></td>
</tr>
</tbody>
</table>

**Authorized counties:**

Bucks, Chester, Delaware, Montgomery, Philadelphia

<table>
<thead>
<tr>
<th><strong>SupplySource, Inc.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>415 W. Third St.</td>
<td>Sid Furst</td>
</tr>
<tr>
<td>P O Box 3553</td>
<td><a href="mailto:sidf@supplysourceinc.com">sidf@supplysourceinc.com</a></td>
</tr>
<tr>
<td>Williamsport, PA  17701</td>
<td></td>
</tr>
<tr>
<td>Phone…………570.327.1500</td>
<td></td>
</tr>
<tr>
<td>Fax…………570.327.1244</td>
<td></td>
</tr>
</tbody>
</table>

**Authorized counties:**

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating, and Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: 42/Cathy J. Tarquino/717-787-7417

CHANGE SUMMARY:

1. The manufacturer line, Allsteel, Inc., SAP Agreement #4600007652, line item 2 on the item sheets posted at the website, has supplemental seating price lists, which have been approved for inclusion in the contract. Allsteel, Inc. was awarded a contract for Part A which is only for Matching Existing Furniture. Please add the following Price Lists:

   Seating Supplement, Form #A7442, dated December 7, 2003
   Seating Supplement, Form #A7427G, dated May 25, 2003

   These price lists are, in addition, to the price lists currently listed on the contract. Contract is held direct by the manufacturer, Allsteel, Inc., 2210 Second Avenue, Muscatine, IA 52761, phone: 800-248-2026, fax: 800-570-4472, SAP Vendor #162319, contact: Bill Phelan, e-mail: phelanb@allsteeloffice.com

2. The manufacturer line, Steelcase, Inc., SAP Agreement #4600007653, line item 15 on the item sheets posted at the website, has supplemental price lists, which have been approved for inclusion in the contract. Steelcase, Inc. was awarded a contract for Part A which is only for Matching Existing Furniture. Please add the following Price Lists:

   Systems Furniture:
   - Answer Solutions, Price List 158, dated April 2004
   - Avenir, Price List 158, dated January 2004
   - Context, Price List 158, dated January 2004
   - Series 9000, Price List 158, dated April 2004

   Metal Case Goods:
   - Storage, Price List 158, dated April 2004
Wood Case Goods:
Elective Elements, Price List 158, dated April 2004
Relevant, Price List 158, dated April 2004
Unison, Price List 158, dated April 2004
Wood Seating, Price List 158, dated April 2004

Computer Furniture:
Architecture and Technology Infrastructure Products, Price List 158, dated April 2004
Vecta Supplemental Price List, Form No. 030401, dated March 5, 2004

These price lists are, in addition, to the price lists currently listed on the contract. Contract is held by APW, A. Pomerantz Worldwide, 701 Market Street, Suite 7000, Philadelphia, PA 19106, SAP Vendor #197918, phone: 215-408-2197, fax: 215-408-2140, contact: Mark B. Tucker, e-mail: tucker@pomerantz.com

FOR YOUR CONVENIENCE, THESE SUPPLEMENTS FOR ALLSTEEL AND STEELCASE HAVE BEEN ADDED TO THE ITEM SHEETS ATTACHED TO THIS CHANGE NOTICE. PLEASE REPLACE THE ONES CURRENTLY IN YOUR CONTRACT FOR PART A – MATCHING EXISTING FURNITURE WITH THE UPDATED ITEM SHEETS.

3. The manufacturer line, Haworth, Inc., SAP Agreement #4600007659, line item #7 on the item sheets posted at the website, has provided their list of authorized servicing dealers which is attached to this change notice and posted at the website. Haworth, Inc., 5969 Clover Road, Harrisburg, PA 17112, SAP Vendor #163713-004, was awarded a contract for Part A which is only for Matching Existing Furniture. Their contact information is as follows: Priscilla St. Jacques-Glusko, phone: 717-545-2119, fax: 717-545-2119, e-mail: Priscilla.st.jacques-glusko@haworth.com

4. The manufacturer line, Herman Miller, Inc., SAP Agreement #4600007660, line item #8 on the item sheets posted at the website, has provided their list of authorized servicing dealers which is attached to this change notice and posted at the website. SupplySource, Inc. PO Box 3553, Williamsport, PA 17701, SAP Vendor #126583, was awarded the contract for Part B – “Best Value” Primary Supplier for New Installations for the manufacturer line, Herman Miller, Inc. They were also awarded a contract for Part A – Matching Existing Furniture for the Herman Miller line. Their contact information is as follows: Sid Furst, phone: 800-633-8753, fax: 570-327-1244, e-mail: sidf@supplysourceinc.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating, and Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: 42/Cathy J. Tarquino/717-787-7417

CHANGE SUMMARY:

1. The manufacturer line, Herman Miller, Inc., SAP Agreement #4600007660, line item #8 on the item sheets posted at the website, is held by SupplySource, Inc. PO Box 3553, Williamsport, PA 17701, SAP Vendor #126583, and was awarded the contract for Part B – “Best Value” Primary Supplier for New Installations. They were also awarded a contract for Part A – Matching Existing Furniture for the Herman Miller line.

Their updated website information, which includes a link to the PA state contract information, is as follows: www.supplysource.info. For detailed information on the Herman Miller product lines, after clicking into the link to the PA state contract information; then, click into Product & Services Information on the menu on the right-hand side. When the product list is displayed, then click into "Details & Additional Information" for complete specifications and product literature on the Herman Miller furniture available from this contract.

2. Rosemount Office Systems, Inc., FIN 41-1793018, has provided acceptable documentation to the Commonwealth on the formation of a Delaware limited liability company, which subsequently changed their name and Federal Identification Number to Rosemount Office Systems, LLC, FIN 20-1642130. Due to this change in their name and FIN, a new SAP Vendor Number has been assigned to them from the Central Vendor Management Unit (CVMU). Their new SAP vendor number will be 201055, and their new SAP Agreement Number will be #4600007981. CVMU has blocked and marked for deletion the old vendor number 164338-001 for Rosemount Office Systems, Inc. Rosemount is line item #14 on the Contract Item Sheets posted at the website under Part A – Matching Existing Furniture. Addresses, phone number, fax number, and contact person remains unchanged.

3. Flex-Y-Plan Industries, Inc., line item #4 on the Contract Item Sheets posted at the website under Part A – Matching Existing Furniture, has provided their link to the PA state contract from their website. The website link is: www.fyp.com/paweb/. The contract is held direct by the manufacturer, Flex-Y-Plan Industries, SAP Vendor #143859-001, 6960 West Ridge Road, PO Box CC, Fairview, PA 16415-0829, phone: 800-458-0552, fax: 814-474-2129, contact: Don R. Worthington.

FOR YOUR CONVENIENCE, THE ABOVE CHANGES FOR SUPPLYSOURCE, INC., ROSEMOUNT OFFICE SYSTEMS, AND FLEX-Y-PAN INDUSTRIES, INC. HAVE BEEN MADE TO THE CONTRACTOR LISTINGS ATTACHED TO THIS CHANGE NOTICE. PLEASE REPLACE THE CONTRACTOR LISTING CURRENTLY IN YOUR CONTRACT FOR PART A – MATCHING EXISTING FURNITURE AND PART B – “BEST VALUE” PRIMARY SUPPLIER FOR NEW INSTALLATIONS WITH THE UPDATED CONTRACTOR LISTINGS.
4. The manufacturer line, Concord Products, SAP Agreement #4600007665, line item #3 on the items sheets posted at the website, has a typographical error that was originally submitted by the manufacturer on Part C – Additional Services. Their hourly rate for “Design Layout of Existing Furniture being moved from one area to another” should be listed as $45.00/hour as opposed to $145.00/hour. All other pricing submitted under Part C – Additional Services is correct. The contract is held direct by the manufacturer, Concord Products Company, Inc., SAP Vendor #121646-002, 1800 West Indiana Avenue, Philadelphia, PA 19132-1603, phone: 215-226-0500, fax: 215-226-5960, contact: Erik Anthonsen/Harold Graff.

FOR YOUR CONVENIENCE THE ABOVE CORRECTION FOR CONCORD PRODUCTS HAS BEEN MADE TO THE ITEM SHEETS FOR PART C – ADDITIONAL SERVICES ATTACHED TO THIS CHANGE NOTICE. PLEASE REPLACE THE ONES CURRENTLY IN YOUR CONTRACT FOR PART C WITH THE UPDATED ITEM SHEETS.

5. The manufacturer line, The HON Company, SAP Agreement #4600007671, line item #17 on the item sheets posted at the website, has provided their list of authorized servicing dealers which is attached to this change notice and posted at the website. Purchase orders should be made out to The HON Company, with a reference to the servicing dealer in the text area of the purchase order. The contract is held direct by the manufacturer, The HON Company, SAP #164569-003, 200 Oak Street, Muscatine, IA 52761, phone: 800-466-8694, fax: 800-833-3902, contact: Randy Hermann, Govt. Contract Spec.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating, and Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: 42/Cathy J. Tarquino/717-787-7417

CHANGE SUMMARY:

1. The manufacturer line, Allsteel, Inc., SAP Agreement #4600007652, line item 2 on the item sheets posted at the website, has supplemental price lists, which have been approved for inclusion in the contract. Allsteel, Inc. was awarded a contract for Part A which is for Matching Existing Furniture. Please add the following Price Lists:

   Seating Supplement, Form #A7534, dated November 2004 (Seating – Wood and Steel – 52% discount from list price)
   Reach Pricer, Form #A7545G, dated January 2005 (Systems and Metal Casegoods – 60% discount from list price)

   These price lists are, in addition, to the price lists currently listed on the contract. Contract is held direct by the manufacturer, Allsteel, Inc., 2210 Second Avenue, Muscatine, IA  52761, phone:  800-248-2026, fax:  800-570-4472, SAP Vendor #162319, contact:  Bill Phelan, e-mail: phelanb@allsteeloffice.com.

2. The manufacturer line, The HON Company, SAP Agreement #4600007671, line item #17 on the item sheets posted at the website, has supplemental price lists, which have been approved for inclusion in the contract. The HON Company was awarded a contract for Part A which is for Matching Existing Furniture. Please add the following Price Lists:

   Supplemental Catalog/Pricer, Form H2788, dated July 1, 2004
   Supplemental Catalog/Pricer, Form H2966, dated February 6, 2005

FOR YOUR CONVENIENCE, THESE SUPPLEMENTS FOR ALLSTEEL AND THE HON COMPANY HAVE BEEN ADDED TO THE ITEM SHEETS ATTACHED TO THIS CHANGE NOTICE. PLEASE REPLACE THE ONES CURRENTLY IN YOUR CONTRACT FOR PART A – MATCHING EXISTING FURNITURE WITH THE UPDATED ITEM SHEETS.

The HON Company has also added the following dealer to their list of authorized servicing dealers. For your convenience, a revised list of HON authorized servicing dealers is attached to this change notice. Please replace the Authorized Servicing Dealer list currently in your contract with the revised one. Purchase orders should be made out to The HON Company, with a reference to the servicing dealer in the text area of the purchase order. The contract is held direct by the manufacturer, The HON Company, SAP Vendor #164569-003, 200 Oak Street, Muscatine, IA  52761, phone:  800-466-8694, fax:  800-833-3902, contact: Randy Hermann, Govt. Contract Spec.
Additional Authorized HON Servicing Dealer:
Lloyd Johnson, Inc.
232 South Main Street
Butler, PA  16001
Point of Contact:  Brian McGonigle
Phone:  724-287-6733; Fax:  724-287-8012

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG  

For: All Using Agencies of the Commonwealth  
Subject: Office Furniture – Systems, Seating, and Filing  
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007  
Buyer Name: 42/Cathy J. Tarquino/717-787-7417 (Contract Transferred to Lisa Vega, 717-346-4290)  

CHANGE SUMMARY:  

In accordance with Paragraph O, Price EscalationDe-Escalation Clause, under Exhibit B, Special Contract Terms and Conditions, for CN00007712 (Legacy Contract #7110-06), contractors are allowed to submit new price lists for year 2 (June 1, 2005 through May 31, 2006) and year 3. For year 2 and year 3, manufacturers must agree that prices contained in new price lists will be adjusted based on the formula provided in paragraph O. For the Published Catalog Retail List Prices, the price escalation/de-escalation formula will be tied to the change in the Producer Price Index (PPI) for Finished Goods (less energy and food). The formula is calculated by taking the PPI at the anniversary of the Contract and calculating the annual percent change for that year.  

NEW PRICE LISTS OR ADJUSTMENTS TO PRICE LISTS BASED ON THE ABOVE CALCULATED FORMULA FOR THE PARTICIPATING CONTRACTORS ARE LISTED ON THE ATTACHED REVISED ITEM SHEETS FOR BOTH PART A – MATCHING EXISTING FURNITURE, AND PART B – BEST VALUE PRIMARY SUPPLIER FOR NEW INSTALLATIONS. THESE REVISED ITEM SHEETS REPLACE IN ENTIRETY THE CURRENT CONTRACT ITEM SHEETS.  

Please Note: Under Contractor list for Part A, various changes from the original contract have been made to vendors’ addresses, phone numbers, fax numbers, etc., and are indicated on the attached revised contractor listing. THIS CONTRACTOR LIST REPLACES IN ENTIRETY THE ORIGINAL CONTRACTOR LIST FOR PART A.  

FUTURE QUESTIONS REGARDING THIS CONTRACT SHOULD BE DIRECTED TO LISA VEGA, COMMODITY SPECIALIST, AT 717-346-4290.  

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating and Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa Vega (717) 346-4290 – lvega@state.pa.us

CHANGE SUMMARY: Add the following Price Lists:

Rosemont Office Systems - Replace Intuity System Price Book 2004 with the following:

EVA 360 Price Book – Effective June 2005

Knoll Inc – Add the following seating:

SoHo – Office Seating Price List, Effective May 16, 2005
Chadwick – Office Seating Interim Price List 2005

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Furniture, Systems & Computer
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A. Vega (717) 346-4290 – lvega@state.pa.us

CHANGE SUMMARY:

Flex-Y-Plan is deleting the following catalog from their contract #4600007651:

The Eck Adams Co., Seating Collection – Universal Price List April 1, 2004

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A. Vega – (717) 346-4290 / lvega@state.pa.us

CHANGE SUMMARY:

The manufacturer line, The Hon Company, has requested relief from SAP Agreement #4600007671. Relief was granted by the Bureau of Procurement, and Agreement #4600007671 is terminated.

The Hon Company is responsible for fulfilling any open orders up to August 3, 2005.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A. Vega – (717) 346-4290 – lvega@state.pa.us

CHANGE SUMMARY:

Kimball International Marketing Inc., Agreement #4600007661, SAP Vendor #162195, has a new contact person:

Mickie Emmons, Government Contracts Manager
Phone: 800-482-1616 Ext: 8673
Fax: 812-481-6174
Email – memmons@kimball.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A. Vega – (717) 346-4290 – lvega@state.pa.us

CHANGE SUMMARY:

The manufacturer line Krueger International, Inc., SAP Agreement #4600007663, has a supplemental “wood case” price list, which has been approved for inclusion in the contract. Please add the following Price List:

Crossroads Price List – Effective August 4, 2003

This price list, is in addition, to the price lists currently listed on the contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating, & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A. Vega – (717) 346-4290 – lvega@state.pa.us

CHANGE SUMMARY:

The manufacturer line Haworth, Inc., SAP Agreement #4600007659, has supplemental price lists, which has been approved for inclusion in the contract. Please add the following Price Lists:

- Unigroup Too Price List – Effective June 2005
- York Price List – Effective April 2005
- Masters Series Price List – Effective July 2005
- Zody Price List – Effective December 2005

These price lists are in addition to the price lists currently listed on the contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG  

For: All using Agencies of the Commonwealth  
Subject: Office Furniture – Systems, Seating & Filing  
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007  
Buyer Name: Lisa A Vega – (717) 346-4290 / lvega@state.pa.us  

CHANGE SUMMARY:  

APW, A. Pomerantz Worldwide, Agreement #4600007653, SAP Vendor #197918, has a new contact person:  

Holly Gack, Account Executive  
Phone: 215-408-2131  
Fax: 215-408-2110  
E-mail: gack@pomerantz.com  

APW, A. Pomerantz Worldwide has rescinded the 1% Metal Surcharge from Steelcase, Inc., and will be removed.  

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
For: All using Agencies of the Commonwealth

Subject: Office Furniture – Systems, Seating & Filing

Contract Period: Beginning June 1, 2004 and Ending May 31, 2007

Buyer Name: Lisa A. Vega – (717) 346-4290 / lvega@state.pa.us

CHANGE SUMMARY:

Kimball International marketing Inc., SAP Agreement #4600007661, SAP Vendor #162195, has listed the following supplier as an authorized dealer:

David Tracey Design, Inc.
2497 Cope Drive, Suite 100
Mechanicsburg, PA 17055
Contact Name: David Besselman
Contact Phone: 717-766-2074

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All using Agencies of the Commonwealth  
Subject: Office Furniture – Systems, Seating & Filing  
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007  
Buyer Name: Lisa A. Vega – (717) 346-4290 / lvega@state.pa.us

CHANGE SUMMARY:

The manufacturer line Knoll, SAP Agreement #4600007662, Vendor #103102-001, has a supplemental “seating” price list, which has been approved for inclusion in the contract. Please add the following price list:

Office Seating Price List – Effective February 2006, Knoll Essentials Work Seating (pages 110-124 only)

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating and Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A. Vega – (717) 346-4290 / lvega@state.pa.us

CHANGE SUMMARY:

In accordance with Paragraph O, Price Escalation/De-Escalation Clause, under Exhibit B, Special Terms and Conditions, for CN00007712 (Legacy Contract #7110-06), new price lists or adjustment to price lists have been submitted for year three, June 1, 2006 thru May 31, 2007. See attached revised item sheets.

These revised item sheets replace in its entirety, the current contract item sheets.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A Vega – (717) 346-4290 / lvega@state.pa.us

CHANGE SUMMARY:

A. Pomerantz, SAP Agreement #4600007653, SAP Vendor #197918, has submitted a list of authorized dealers.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
The following is a list of authorized Dealers for State of PA Furniture Contract #CN00007712 (7110-06) to sell Steelcase furniture for APW, A.Pomerantz Worldwide.
Questions can be directed to Holly Gack 215-408-2131 or gack@pomerantz.com

Interior Workplace Solutions LLC.
6765 Ambassador Drive
Allentown, PA 18106-9510
610.391.0733

McCartney's Inc.
819 Howard Avenue
Altoona, PA 16601-4727
814.944.8139

Central Office Products Inc.
511 14th Street
Arnold, PA 15068-4455
724.339.7555

Bauman Office Equipment Inc.
824 - 828 7th Avenue
Beaver Falls, PA 15010-4541
724.846.5330

Lloyd-Johnson Company
232 South Main Street
Butler, PA 16001-5962
724.287.6733

Corporate Interiors Inc.
2900 Potshop Lane
Norriton Business Campus
East Norriton, PA 19403-4834
610.631.5400

Creative Business Interiors Ltd.
210 Division Street
Kingston, PA 18704-2715
570.288.7211

Advanced Office Environments Inc.
160 Quaker Lane
Malvern, PA 19355-2479
610.993.3450

Franklin Interiors
1360 Island Avenue
McKees Rocks, PA 15136-2518
412.255.4062

The Phillips Group
501 Fulling Mill Road
Middletown, PA 17057-5926
717.944.0400

Hileman & Woods
209 Seneca Street
Oil City, PA 16301-1303
814.676.9642

Commercial Furnishings
1500 Market Street
Philadelphia, PA 19102-2100
215.246.3486
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A Vega – (717) 346-4290 / lvega@state.pa.us

CHANGE SUMMARY:

The manufacturer line All Steel, SAP Agreement #4600007652, has a supplemental price list, which has been approved for inclusion in the contract. Please add the following Price List:

Align Price List 2006 – Effective date March 5, 2006

This price list is in addition to the price lists currently listed on the contract.

The Align Wood Case Goods replaces Allsteel’s previous wood product line, Synchrony.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A Vega – (717) 346-4290 / lvega@state.pa.us

CHANGE SUMMARY:

Krueger International, Inc. (KI), SAP Agreement #4600007663, Vendor #163837-003, has a new contact person:

Paul Schueller
Phone: 200-454-9796 Ext: 2568
Fax: 920-468-2781
E-mail: paul.schueller@ki.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Buyer Name: Lisa A Vega – (717) 346-4290 / lvega@state.pa.us

CHANGE SUMMARY:

Kimball International Marketing, Inc., SAP Agreement #4600007661, Vendor #162195, has submitted a list of authorized dealers.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
<table>
<thead>
<tr>
<th>Cust Name</th>
<th>Address</th>
<th>City</th>
<th>Po Bo</th>
<th>Zip Code</th>
<th>Phone Nbr</th>
<th>Fax Nbr</th>
</tr>
</thead>
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**Legend:**
- **WODB** - Woman Owned Disadvantaged Business
- **DB** - Disadvantaged Business
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture - Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Commodity Specialist Name: Lisa A Vega, Phone: 717-346-4290, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

Supply Source, Inc., SAP Agreement #4600007660, Vendor #126583, Contract is changed to include Amendment #1, to allow the leasing of Systems, Seating & Metal Case Goods with an option to buy. See attached Amendment #1 & Leasing Terms and Conditions.

This Amendment is for Part B “Best Value” only.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
AMENDMENT
TO
STATEWIDE CONTRACT FOR SUPPLIES

ISSUING OFFICE
Department of General Services
Forum Place
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914
Lisa A Vega
717-346-4290
CONTRACTING OFFICER

CONTRACTORS NAME
Supply Source, Inc
P. O. Box 3553
Williamsport, PA 17701
Sid Furst
570-327-1500
CONTACT PERSON
PHONE NO.

FAX NO. 717-346-3820

SP NO. 4600007660

AMENDMENT NO. 1

AMENDMENT EFFECTIVE DATE: 09/01/2006

EXPIRATION DATE OF CONTRACT 05/31/2007

CONTRACTORS FEDERAL ID NO. OR SCC. SEC. NO.
Vendor #126553

ADJUSTED CONTRACT NOT TO EXCEED FIGURE

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<td>See attached Terms &amp; Conditions</td>
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AMENDMENT TOTAL

COMMONWEALTH SIGNATURE

Purchasing Agency Head or Designee

Date

12/30/05

APPROVED AS TO LEGAL RESPONSIBILITY, BUDGETARY APPROPRIATENESS AND AVAILABILITY OF FUNDS

CompTroller

Date

8/21/04

COMMONWEALTH ATTORNEY APPROVAL

Purchasing Agency Attorney

Date

8/24/06

Office of General Counsel (if required)

Date

Office of Attorney General (if required)

Date

---

FUND | DEPT | APP | YR | LGN | ORIG | COST FUNCTION | OBJ | AMOUNT OF ENCUMBRANCE | PRE-ENCUMBRANCE NUMBER | AMT. OF PRE-ENC. LIQUIDATED | CODE | PRE-AUDIT | POSTED
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
LEASING TERMS AND CONDITIONS

I. General.

A. Lease options. To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any items covered by the Contract, these Leasing Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the lease. The Contractor may offer both standard leases and lease/purchases. These transactions shall be referred to as "Leases" in these Leasing Terms and Conditions. If a Lessee desires a Lease, the Lessee shall indicate its election to lease contract items on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to these Leasing Terms and Conditions. Any items covered by a Lease shall be called "Leased Property" in these Leasing Terms and Conditions.

B. Assignments. The Contractor may assign, without Lessee consent, any Lease to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

C. Leased Property. Notwithstanding any provisions to the contrary in the Contract, in the event of a Lease assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an acceptance certificate in conformity with the provisions of Subsection I.D. of these Leasing Terms and Conditions, if the Leased Property is not satisfactory for any reason, the Lessee shall, nevertheless, continue to make rental payments under the applicable Lease and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

D. Acceptance. After a Lessee executes and the Initial Assignee receives an acceptance certificate in the form attached as Exhibit 1 to these Terms and Conditions ("Acceptance Certificate"):

1. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make rental payments under the Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

2. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

3. If the Leased Property is delivered in more than one delivery, unless otherwise specified in the Contract Documents for this procurement, the Lessee will provide separate acceptance certificates for each delivery of Leased Property, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

II. Lease Terms.

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the PO.
III. Term.

The Lease term shall commence on the date the Lessee accepts the equipment and/or Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. If the Leased Property is provided in separate deliveries, the term for each delivery shall expire the specified time after the date of the Lessee's execution of the acceptance certificate as provided in Subsection I.D. of these Leasing Terms and Conditions.

IV. Payments.

A. Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term unless the Lessee terminates the Lease, either for Contractor Default under Section V.I.2. of these Leasing Terms and Conditions or for nonappropriation of funds as specified in Subsection B. of this Section IV.

B. Nonappropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:

1. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);

2. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

3. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property are not being replaced by similar Property from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

V. Leasing Terms and Conditions.

A. Title. Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass upon payment of the final installment or other concluding payment option, after which neither the Contractor nor any assignee shall have any further interest in the Leased Property. The Lessee acknowledges that the Leased Property remains personal property during the Lease term and that the Leased Property shall not become a fixture or affixed to real property during that term. The Lessee shall keep the Leased Property free and clear of all encumbrances during the Lease term, excluding any Contractor or assignee security interest.

1. At the Contractor's or Initial Assignee's request, as applicable, the Lessee will join the Contractor/Initial Assignee in executing one or more financing statements pursuant to the Uniform Commercial Code or other registration law applicable to the location of any Leased Property.

2. If the Contractor/Initial Assignee deems filing to be necessary or desirable, the Contractor/Initial Assignee shall pay the cost of filing the financing statement(s) in public offices.

B. Risk of Loss. The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically
repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the Lease shall terminate as to those Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

C. **Assignment.** The Lessee shall not assign any Lease, or other interest in the Leased Property, nor shall the Lessee sublease the Leased Property, without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole, or in part, in the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease or Leased Property to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign rental payments under any Lease or Lease/Purchase to a third party.

D. **Purchase Option.** If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

E. **Extension.** If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

F. **Return of Equipment.** At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Section V.J. of these Leasing Terms and Conditions, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

Except in the event of a total loss of any or all Leased Property as described in Subsection V.B. of these Leasing Terms and Conditions, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
G. Warranties.

1. The Contractor/Initial Assignee, as applicable, grants to the Lessee the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, shall interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection V.J. of these Leasing Terms and Conditions shall have occurred and be continuing.

H. Liability.

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the negligent action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or any Lessee.

2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Subsection 1. of this Section H., including but not limited to risks of public liability and property damage.

I. Financing and Prepayment.

1. If the Contractor is not the supplier of the Leased Property, the Contractor shall pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Contractor shall require the Initial Assignee to pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or Lessee dissatisfaction with any Leased Property.

2. The Lessee may terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.

J. Default

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment; if the Lessee breaches any other provision under these Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, then the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

a. Terminate the Lease.

b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter
upon the premises where the Leased Property may be and remove and repossess the Leased Property from the Premises without being liable to the Lessee in any action or legal proceeding. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor’s/assignee’s expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer’s specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the PO.

c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor’s/assignee’s termination of the applicable Lease PO. The Treasury Constant Maturities are published in Statistical Release.15 and may be accessed via the Federal Reserve Board’s Internet website.

2. In the event of Contractor default, the Lessee may pursue one or more of the following remedies:

a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make rental payments for those Contract Items which have been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.

b. The Lessee may cancel, without liability for payment, its order for any Contract Items which have not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual number of Leased Property which were delivered and accepted. If no Leased Property have been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.

c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor’s default against the Lessee’s obligation to make rental payments.

VI. Compliance with Internal Revenue Code.

A. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee’s counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

B. Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee’s status under the IRC shall constitute an event of default by the Lessee pursuant to Subsection V.I.J. of these Leasing Terms and Conditions. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8036GC forms), the Lessee will upon demand pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.
VII. Use and Location of, and Alterations to, Leased Property.

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

VIII. Warranty Disclaimer.

IN THE EVENT THE CONTRACTOR AIDS THE CONTRACTOR IN A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE MAKES THE EQUIPMENT AND ANY LEASED PROPERTY "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

IX. Governing Law; Severability.

A. All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

B. If any provision of these Leasing Terms and Conditions is held to be invalid or unenforceable, all other provisions shall remain in effect.

X. Notices.

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

XI. Terms.

These Leasing Terms and Conditions are in addition to the other terms and conditions of the Contract, except to the extent the Contractor assigns a PO to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. To the extent that there is a conflict between the other terms and conditions of the Contract and these Leasing Terms and Conditions, these Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected the lease option.

XII. Acceptance Certificate.

The acceptance certificate required in Subsection I.D. of these Leasing Terms and Conditions shall be in the following form:
Acceptance Certificate

Purchase order No. ______________ dated __________, 20__, by and between
____________________ (Contractor) and ____________________ (Lessee).

The undersigned certifies and represents to, and agrees with, the Contractor or its assignee as follows:

1. The Lessee has received and accepted the Leased Property identified on the attached schedule on the date specified below the signature on this page ("Acceptance Date").

2. The Lessee has conducted inspection and/or testing of the identified Leased Property as it deems necessary and appropriate and acknowledges that it accepts the identified Leased Property as of the Acceptance Date.

3. The Lessee is not in any event of default as defined in the Contract, and no event which would become an event of default has occurred and is continuing at the Acceptance Date.

__________________________________
(Lessee)

By: __________________________________

__________________________________
Title

__________________________________
Date
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture - Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Commodity Specialist Name: Lisa A Vega, Phone: 717-346-4290, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

BJR Business Furniture, SAP Agreement #4600007654, Vendor #155525, has changed their name and vendor number to:

BJR Office Resources
Vendor #212285

The above agreement will terminate on 9/14/2006. The new SAP Agreement Number will be 4600010671.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All using Agencies of the Commonwealth 
Subject: Office Furniture - Systems, Seating & Filing 
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007 
Commodity Specialist Name: Lisa A Vega, Phone: 717-346-4290, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

A Pomerantz World Wide (APW), SAP Agreement #4600007653, Vendor #197918, has changed their name and vendor number to:

Pomerantz Acquisition Corp., t/a A Pomerantz & Company and t/a A Pomerantz Worldwide (APW) 
Vendor #133649

The above agreement will terminate on 9/25/2006. The new SAP Agreement Number will be 4600010708

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Commodity Specialist Name: Lisa A Vega, Phone: 717-346-4290, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

Global Industries Inc., SAP Agreement #4600007666, Vendor #165961-001, has added the following supplier as an authorized dealer:

APW, A. Pomerantz Worldwide
701 Market Street, Suite 7000
Philadelphia, PA 19106
Contact: Holly Gack
Phone: 215-408-2131
Fax: 215-408-2110
E-mail: gack@pomerantz.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating & Filing
Contract Period: Beginning June 1, 2004 and Ending May 31, 2007
Commodity Specialist Name: Lisa A Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

Allsteel Inc., SAP Agreement #4600007652, Vendor #162319 has added the following Supplier as an authorized dealer:

BF Molz Business Products
One Whttendale Drive
Moorestown, NJ 08057
Contact: Brian Walsh
Phone: 800-423-0074
Fax: 856-797-6800
E-mail: brianw@bfmolz.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: System, Seating & Filing
Contract Period: Beginning 6/1/04 and Ending 5/31/07
Commodity Specialist Name: Lisa A Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

Boise Cascade Office Products Corp. D/B/A Boise Workspace, SAP Agreement #4600007669, Vendor #171263-006 has a name change and a vendor suffix change:

OfficeMax Contracting Inc.
Vendor #171263-001
Contact Person: Joe Groff
Phone: 800-348-3056 Ext: 2813

When ordering furniture off of this contract, please reference the above contract number so that there isn’t a mix up with the OfficeMax Office Supply Contract.

There will be no restrictions lifted for furniture on the OfficeMax Office Supply contract.

***Furniture must be purchased thru this contract. No exceptions!****

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
For: All using Agencies of the Commonwealth
Subject: Systems, Seating & Filing
Commodity Specialist Name: Lisa A Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

Allsteel, SAP Agreement #4600007652, Vendor #162319 has supplemental price lists which have been approved for inclusion in the contract:

Relate Seating Supplement Form #A7652 – Effective July 9, 2006
Merge Tables Supplement Form #A7679 – Effective October 1, 2006

These prices are, in addition, to the price lists currently on the contract

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All using Agencies of the Commonwealth  
Subject: System, Seating & Filing  
Commodity Specialist Name: Lisa Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

Rosemont Office, SAP Agreement #46000007981, Vendor #201055 has submitted the following authorized dealer:

Herre Consulting  
PO Box 62263  
Harrisburg, PA 17106  
Contact: Andy Herre  
Phone: 717-943-7034  
Fax: 717-233-4069  
E-mail: andyh1427@comcast.net

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture – Systems, Seating and Filing
Buyer Name: Lisa A. Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

In accordance with the Option to Renew Clause, under Exhibit B, Special Terms and Conditions for CN00007712 (Legacy #7110-06), these contracts are hereby renewed for an additional one year period as follows: June 1, 2007 thru May 31, 2008.

The following Suppliers did not renew their contract for the following year:

Knoll – SAP Agreement #4600007662
GF Office Furniture, Ltd. – SAP Agreement #4600007656

In accordance with Paragraph O, Price Escalation/De-Escalation Clause, under Exhibit B, Special Terms and Conditions, for CN00007712 (Legacy Contract #7110-06), new price lists or adjustment to price lists have been submitted for year four (4), June 1, 2007 thru May 31, 2008. See attached revised item sheets.

These revised item sheets replace in its entirety, the current contract item sheets.

Please Note: Various changes from the original contract have been made to Suppliers names, addresses, phone numbers, fax numbers and contact persons. Change notices have been attached to each contract that the change pertains to.

**2007 Price Books include PPI increase for years 05, 06 & 07 combined**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Office Furniture - SYSTEMS, SEATING & FILING
Commodity Specialist Name: LISA VEGA – PHONE: 717-346-4290, FAX: 717-346-3820, E-MAIL: lvega@state.pa.us

CHANGE SUMMARY:

The Manufacture line Haworth, Inc., SAP Agreement #4600007659, has supplemental price lists, which have been approved for inclusion in the contract. Please add the following Price Lists:

- Planes Price List – Effective September 2007
- Candor Guest – Effective August 2007
- Legs – Effective August 2007

These price lists, are in addition, to the price lists currently listed on the contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
For: All using Agencies of the Commonwealth
Subject: Systems, Seating, Metal Case, Wood Case & Computer Furniture
Commodity Specialist Name: Lisa Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

Haworth, SAP Agreement #4600007659, Vendor #163713-004 has submitted the following updated list of authorized dealers. See attached

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Haworth Inc is a direct billed contract and can be facilitate thru the following:

Bellia Office Furniture (Haworth dealer)
1055 North Broad Street
Woodbury, New Jersey 08096
856-845-2234

Brennans Office Interiors (Haworth dealer)
67 East Swedesford Road, Suite 501
Exton, Pa 19351
610-251-2331

BMC (Haworth dealer)
320 East Gibson Street
Scranton, Pa 18509
570-344-1295

Burke and Michael (Haworth dealer)
833 Beech Avenue
Pittsburgh, Pa 15233
412-321-2301

TransAmerican (Haworth dealer)
4001 Main Street
Philadelphia, Pa. 19127
215-482-8550

Covington Office Products, Inc (Haworth dealer)
11 Strawberry St
Philadelphia, Pa 19106
215-625-4977

Environmental Interiors (Haworth dealer)
400 North Blue Ribbon Avenue
Harrisburg, Pa 17112
717-652-6060

Hicks Office Plus (Haworth dealer)
1920 East State Street
Hermitage, Pa. 16148
724-347-7788

Office Environments (Haworth dealer)
1140 Thomas Bush Memorial Highway
Pensauken, New Jersey 08110
856-773-3000

Sanners (Haworth dealer)
1225 State Street
Erie, Pa 16501-0209
814-454-6374

TransAmerican Reading Division
160 Water Street
Reading, Pa 19605
1-800-422-8592

Easley and Rivers (Haworth dealer)
207 Townsend Drive
Monroeville, Pa 15146
1-412-795-4482

POSG (non Haworth dealer, Buy/Sell agreement only)
309 S. 10th Street
Lemoyne, Pa. 17043
717-763-4793
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: All using Agencies of the Commonwealth  
Subject: Office Furniture - Systems, Seating & Filing  
Commodity Specialist Name: Lisa A Vega - Phone: 717-346-4290, Fax: 717-346-3820, E-mail: lvega@state.pa.us

CHANGE SUMMARY:

Office Max Contracting Inc, SAP Agreement #4600007669, Vendor #171263, has changed their name, address and vendor number to:

Office Max Inc  
263 Shuman Blvd  
Naperville IL 60563-1225  
Vendor #306014

The above agreement will terminate on 2/4/2008. The new SAP Agreement Number will be 4600013205

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.
ASSIGNMENT AGREEMENT

FOR VALUE RECEIVED, the undersigned Assignor hereby assigns, transfers, and sets over to Assignee all rights, title and interest held by the Assignor in and to the following described contract:

CONTRACT/PO # 4600007669

Assignor: Office Max Contracting Inc  Assignee: Office Max Inc
Address: 150 E Pierce Road  Address: 263 Shuman Blvd
Itasca, IL 60143-1290  Naperville, IL 60563-1225
FIN # 820477390  FIN # 820100960
SAP # 171263  SAP# 306014

The Assignor warrants and represents that said contract is in full force and effect and fully assignable.

The Assignee hereby assumes and agrees to perform all remaining and executory obligations of Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignee additionally hereby assumes and agrees to perform all remaining and executory obligations of Assignor under any outstanding purchase orders issued under the contract and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

The Assignor warrants that the contract is without modification, and remains on the terms contained.

The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this 29th day of January, 2008.

Assignor
Chuck Gerbe, OfficeMax - VP and Director of Sales

Assignee
Name and Title
Your SAP Vendor Number With Us: 306014

Supplier Name/Address:
OFFICEMAX INC
263 SHUMAN BLVD
NAPERVILLE IL  60563-1225
USA
Supplier Telephone No: 877-777-4008--...
Supplier Fax No.: 877-777-4009

Your Quotation:                 Date:                   
Collective No.:                 Payment Terms:             
Our Quotation:                  NET 30

Purchasing Agent:
Name: Lisa Vega
Phone: 717-346-4290
Fax: 717 346-3820

Valid from/to: 02/04/2008  -  05/31/2008

Please Deliver To:
To be determined at the
time of the Purchase Order
unless specified below

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor’s authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

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<th>Material/Service Desc</th>
<th>Est Qty</th>
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Item Text

SEE LAST PAGE FOR ESTIMATED TOTAL VALUE INFORMATION
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Price List ID & Date:

1. Teknion Leverage, 11/03 (Sys & Metal Case Goods)
2. Teknion Transit, 7/03 (Sys & Metal Case Goods)
3. Teknion TOS, 5/04 (Sys & Metal Case Goods)
4. Teknion XM, 7/02 (Sys & Metal Case Goods)
5. Teknion Altos, 11/03 (Systems)
6. Teknion Ability, 7/03 (Systems)
7. Teknion Complements, 2/04 (Sys Accessories)
8. Teknion Boulevard, 5/04 (Sys & Metal Case Goods)
10. Teknion Fabrics & Finishes Binder, 5/04

Systems & Metal Case Goods - 66% Discount from List Price

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<td>10. Teknion Seating, 11/03</td>
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<td>14. Teknion Fabrics &amp; Finishes Binder, 5/04</td>
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Seating - 56% Discount from List Price

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<td><strong>TEKNION - WOOD CASE GOODS</strong></td>
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<td>11</td>
<td>Teknion Wood, 5/04 (Wood Case Goods)</td>
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<td>14</td>
<td>Teknion Fabrics &amp; Finishes Binder, 5/04</td>
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<td><strong>Wood Case Goods - 56% Discount from List Price</strong></td>
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<td><strong>TEKNION - COMPUTER FURN</strong></td>
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<td>Teknion Expansion Desking, 11/03 (Comp Furn)</td>
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<td>Teknion Fabrics &amp; Finishes Binder, 5/04</td>
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<td>Teknion Modular Cabinets, 2/04 (Comp Furn)</td>
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<td>16</td>
<td>Teknion Tables, 11/02 (Comp Furn)</td>
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<td>17</td>
<td>Teknion Casegoods, 11/02 (Comp Furn)</td>
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<td><strong>Systems &amp; Metal Case Goods - 61% Discount from List Price</strong></td>
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<td>Item</td>
<td>Material/Service Desc</td>
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<td>Net Price</td>
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**Item Text**

Additional Services:

- Hourly Rate ($/hr.) for Design Layout of Existing Furniture Being Moved from One Area to Another: $55.00
- Hourly Rate ($/hr.) for Re-Configuration/Relocation Services of Existing Furniture Being Moved From One Area to Another: $39.50
- Overtime/Holiday Hourly Rate ($/hr.) for Re-Configuration/Relocation Services of Existing Furniture Being Moved From One Area to Another: $59.00
- Union Labor Hourly Rate ($/hr.) for Re-Configuration/Relocation Services of Existing Furniture Being Moved From One Area to Another: $54.50 - Western PA Rate; $73.75 - Philadelphia (5) Counties
- Storage Rate for Storage of Goods Beyond 60 days after Scheduled Delivery Date & Notification from User of Inability to Accept Delivery: $1.30 per square foot per month with a minimum charge of one month

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**General Requirements for all Items:**

**Header Text**

THIS CONTRACT REPLACES SAP AGREEMENT #4600007669 DUE TO AN ASSIGNMENT AGREEMENT, EFFECTIVE 2/4/2008. SEE ATTACHED AGREEMENT.

Contractor contact:  Joe Groff  
Phone: 215-788-1212 Ext: 2813  
E-mail: JoeGroff@officemax.com

The contractor(s) will be required to provide Office Furniture for executive and independent agencies and must be willing to provide Office Furniture for independent agencies and state affiliated entities as well as entities under the COSTARS program. COSTARS is a service provided by the Department of General Services for Local Public Procurement Units located in Pennsylvania. Local Public Procurement Units are authorized by law to participate in or purchase off of Department of General Services’ statewide requirements contracts. Eligible Local Public Procurement Units are defined as:

- Any political subdivision  
- Any public authority  
- Any tax exempt, nonprofit educational or public health institution or organization  
- Any nonprofit fire, rescue or ambulance company  
- And to the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

See Exhibit B, Special Contract Terms & Conditions, which pertains to both Part A - Matching Existing Furniture, and Part B - "Best Value" Primary Supplier for New Installations. Exhibit B is attached to this Agreement.

No further information for this contract.