

# Overview for Contract

*Prior to utilizing a contract, the user should read the contract in it's 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 awarded Part B, Best Value supplier or any supplier that was awarded a contract on Part A.
- \* Supply and installation of Office Furniture in five major segments: Systems, Seating, Metal Case Goods, Wooden Case Goods & Computer Furniture.

## CONTRACT INFO

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

## PRICING HIGHLIGHTS

<u>Part A Matching Existing</u>	<u>Discounts off List</u>
Systems & Metal Case Goods	*60%
Seating	*52%
Wood Case Goods	*50%
Computer Furniture	*45%
<b>Part B - Best Value</b>	
Systems & Metal Case Goods	*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.

**COVER SHEET  
CONTRACT CN0007712 (Legacy Contract #7110-06)  
PART A – MATCHING EXISTING FURNITURE**

**Page 1**

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 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 the single award contract awarded under Part B – Best Value Primary Supplier.

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**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.**

**I. 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 Contractor. 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:

- 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.
- 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.
- 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.

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- 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:**

Systems and Seating must meet the latest ANSI/BIFMA Safety and Performance Standards. Reference: BIFMA Office Seating Standard X5.1-2002; BIFMA Panel Systems Standard X5.6-2003; and Ergonomic Guidelines G1-2002.

**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 Statistics web site: <http://www.bls.gov>. Navigate to the "Get Detailed Statistics" section link. 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 screenshot shows the Bureau of Labor Statistics website interface. The main content area displays a table titled "Producer Price Index-Commodities" for the series "WPU122: Not Seasonally Adjusted, Furniture and household durables, Commercial furniture". The table provides monthly and annual PPI values from 1993 to 2003. The data is as follows:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1993	139.2	139.8	139.6	140.1	140.3	140.5	140.8	141.0	140.7	140.8	141.0	141.8	140.5
1994	143.2	143.5	143.6	144.5	145.3	145.2	145.6	145.3	144.8	144.5	145.2	145.4	144.7
1995	146.2	146.6	146.6	147.8	147.4	148.1	148.0	148.9	148.5	149.6	150.2	150.4	148.2
1996	150.6	151.4	150.9	151.3	150.7	151.1	151.8	151.5	151.8	153.0	153.2	153.4	151.7
1997	153.6	153.4	153.2	153.9	154.3	154.2	154.7	154.3	154.7	154.6	155.0	155.2	154.3
1998	154.7	155.2	155.2	155.0	155.6	155.3	155.2	155.2	155.2	155.5	155.4	155.4	155.2
1999	155.8	155.8	155.9	155.9	156.2	156.7	156.7	157.0	157.1	157.2	157.2	157.2	156.6
2000	157.5	157.6	158.0	158.2	158.3	158.5	158.4	158.6	158.7	158.7	158.9	158.9	158.4
2001	159.5	159.7	160.1	160.2	160.2	160.4	160.6	160.5	160.6	160.6	160.5	160.4	160.3
2002	160.5	160.4	160.2	160.0	159.9	160.2	161.1	161.6	161.6	161.8	161.9	161.6	160.9
2003	161.9	162.3	161.8	162.2	162.4	162.5	162.5	162.5	162.7(P)	163.1(P)	163.0(P)	163.2(P)	162.5(P)

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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.

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**Q. INVOICING:**

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

**Invoice Format Review**

Supplier Name:	
Salesperson Contact Name:	
Salesperson Contact Phone #:	
Buying Org. / Agency:	
Billing Address:	
Date:	

<b>INSTALLATION</b>	
Buying Org. / Agency:	
Install Address:	

Invoice #	PO #	Line Item #	Invoice Date	Product Category	Item Description	Item Number	Manufacturer	Mfg Number	UOM (Unit of Measure)	Delivery Method (Dock /Installed)	Qty	Catalog Unit Price	PA Unit Price	PA Ext Cost	PA Discount
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**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.

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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.

**S. 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

**CN00007712**  
**Legacy Contract #7110-06**

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.

<b>SAP VENDOR NUMBER</b>	<b>SAP AGREEMENT NUMBER</b>	<b>CONTRACTOR NAME/ADDRESS</b>	<b>TELEPHONE NO.</b>	<b>FAX NO.</b>	<b>CONTACT PERSON</b>
162319	4600007652	Allsteel, Inc. 2210 Second Avenue Muscatine, IA 52761	563-264-7585 800-248-2026 Customer Service	563-262-4887 Fax for PO's: 800-570-4472	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>
133649	4600010708	Pomerantz Acquisition Corporation (APW) 701 Market Street, Suite 7000 Philadelphia, PA 19106	215-408-2197	215-408-2140	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>
212285	4600010671	BJR Business Furniture, Inc. 6340 Derry St Harrisburg PA 17111	717-558-9485	717-558-9492	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>

306014	4600013205	OfficeMax Inc 263 Shuman Blvd Naperville, IL 60563-1225	215-788-1212 Ext: 2813	888-204-4211	Joe Groff  E-mail: <a href="mailto:JoeGroff@officemax.com">JoeGroff@officemax.com</a>  Web Address: <a href="http://www.officemax.com">www.officemax.com</a>
121646-002	4600007665	Concord Products Company, Inc. 1800 West Indiana Avenue Philadelphia PA 19132-1603  <b>Send PO's to the above address to the Attn of Harold Graff</b>	215-226-0500	215-226-5960	Erik Anthonsen/Harold Graff  E-mail: <a href="mailto:sales@concordproducts.com">sales@concordproducts.com</a>  Web address: <a href="http://www.concordproducts.com">www.concordproducts.com</a>
143859-001	4600007651	Flex-Y-Plan Industries, Inc. 6960 W Ridge Road P O Box CC Fairview PA 16415-0829  <b>Purchase orders to be sent to: PO Box CC</b>	800-458-0552 OR 814-474-1565	814-474-2129	Don R. Worthington  E-mail: <a href="mailto:donw@fyp.com">donw@fyp.com</a>  Web address: <a href="http://www.fyp.com">www.fyp.com</a>
165961-001	4600007666	Global Industries Inc. 17 West Stow Road Marlton NJ 08053	800-220-1900	856-552-6305	Brian Osman  E-mail: <a href="mailto:bosman@globalindustries.com">bosman@globalindustries.com</a>  Web address: <a href="http://www.globaltotaloffice.com">www.globaltotaloffice.com</a>
163713-004	4600007659	Haworth, Inc. 5969 Clover Road Harrisburg PA 17112  <b>Remittance Address: SAP Vendor #163713</b> Haworth, Inc. PO Box 93237 Chicago IL 60673-3237	717-545-2119	717-545-2119	Priscilla St. Jacques-Glusko  E-mail : <a href="mailto:Priscilla.st.jacques-glusko@haworth.com">Priscilla.st.jacques-glusko@haworth.com</a>  Web address : <a href="http://www.haworth.com">www.haworth.com</a>

165351	4600007664	Jami, Inc., <b>d/b/a ABCO Office Furniture</b> 4121 Rushton Street Florence AL 35630	800-336-0070	800-992-2261	James Fitzpatrick  E-mail: <a href="mailto:jfitzpatrick@abcofurniture.com">jfitzpatrick@abcofurniture.com</a>  Web address: <a href="http://www.abcofurniture.com">www.abcofurniture.com</a>
162195	4600007661	Kimball International Marketing, Inc. 1600 Royal Street Jasper IN 47549  <b>Remittance Address:</b> <b>SAP Vendor #162195-001</b> Kimball International PO Box 93096 Chicago IL 60673-3096	800-482-1616	812-482-8300	Mickie Emmons  E-mail: <a href="mailto:memmons@kimball.com">memmons@kimball.com</a>  Web address: <a href="http://www.kimball.com">www.kimball.com</a>
163837-003	4600007663	Krueger International, Inc. P O Box 8100 1330 Bellevue Street Green Bay WI 54308-8100	800-454-9796 X 2568  610-277-7100	920-468-2247	Paul Schueller  E-mail: <a href="mailto:paul.schueller@ki.com">paul.schueller@ki.com</a>  Doug Kimmenhour (local Rep)  E-mail: <a href="mailto:doug.kimmenhour@ki.com">doug.kimmenhour@ki.com</a>  Web address: <a href="http://www.ki.com">www.ki.com</a>
170194	4600007668	Pennsylvania Correctional Industries PO Box 47 Camp Hill, PA 17011  <b>PO's should be sent to:</b> <b>SAP Vendor #170194-004</b> PA Correctional Industries Attn: Customer Service 75 Utley Drive Camp Hill, PA 17001	717-731-7133	717-975-2226	Marc Goldberg / John Chase  E-mail: <a href="mailto:mdgoldberg@state.pa.us">mdgoldberg@state.pa.us</a>  E-mail: <a href="mailto:jchase@state.pa.us">jchase@state.pa.us</a>  Web address: <a href="http://www.pci.state.pa.us">www.pci.state.pa.us</a>

201055	4600007981	Rosemount Office Systems, Inc. 21785 Hamburg Ave Lakeville, MN 55044-9035	877-985-6294 or 952-985-6294	952-985-6205	Diane Caucutt  E-mail: <a href="mailto:govtsales@rosemount-office.com">govtsales@rosemount-office.com</a>  Web address: <a href="http://www.rosemount-office.com">www.rosemount-office.com</a>
126583	4600007660	SupplySource, Inc. P O Box 3553 Williamsport , PA 17701	800-633-8753 or 570-327-1500	570-327-1244	Sid Furst E-mail: <a href="mailto:sidf@suppliesourceinc.com">sidf@suppliesourceinc.com</a>  Merv Zeager (local Rep) E-mail: <a href="mailto:mervz@suppliesource.com">mervz@suppliesource.com</a>  web address: <a href="http://www.officesuppliesourceinc.com">www.officesuppliesourceinc.com</a>

**ITEM SHEETS**

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

ITEM	MANUFACTURER LINE	PRICE LIST(S) NAME & ID & DATE	<u>Systems &amp; Metal Case Goods</u> % Discount from List Price	<u>Seating</u> % Discount from List Price	<u>Wood Case Goods</u> % Discount from List Price	<u>Computer Furniture</u> % Discount from List Price	VENDOR NAME & SAP VENDOR NUMBER
1	<b>ABCO OFFICE FURNITURE</b>	1. ABCO List Pricer, February 3, 2003 (Systems & Metal Case Goods) 2. Metal Program, June 2003 (Metal Case Goods) 3. ABCO Smart Price List, July 14, 2003 (Seating) 4. Zoom List, August 2002 (Seating) 5. Medley Supplemental Price List, March 3, 2003	60%	52%			<b>Jami, Inc., d/b/a ABCO Office Furniture</b>  <b>SAP Vendor #165351</b>
2	<b>ALLSTEEL, INC.</b>	1. Systems, January 4, 2004 (Systems, Metal Case Goods, & Computer Furniture) 2. Seating, November 3, 2002 3. Casegoods, January 4, 2004 (Wood Case Goods) 4. Seating Supplement, Form #A7442, dated December 7, 2003 5. Seating Supplement, Form #A7427G, dated May 25, 2003	60%	52%	50%	45%	<b>Allsteel, Inc.</b>  <b>SAP Vendor #162319</b>
3	<b>CONCORD PRODUCTS</b>	1. System 2000 Price List/Spec Guide, March 2003 (Systems, Metal Case Goods, Wood Case Goods, and Computer Furniture) 2. Constow/Lepold/Latvenas - Price List/Spec Guide - Steel, December 2003 (Systems, Metal Case Goods, and Computer Furniture)	62%		51%	46%	<b>Concord Products Company, Inc.</b>  <b>SAP Vendor #121646-002</b>

**ITEM SHEETS**

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

ITEM	MANUFACTURER LINE	PRICE LIST(S) NAME & ID & DATE	<u>Systems &amp; Metal</u>	<u>Seating</u>	<u>Wood Case</u>	<u>Computer</u>	VENDOR NAME & SAP VENDOR NUMBER
			<u>Case Goods</u> % Discount from List Price	% Discount from List Price	<u>Goods</u> % Discount from List Price	<u>Furniture</u> % Discount from List Price	
4	<b>FLEX-Y-PLAN</b>	1. Emphasys-Alternatives/ 91111, 2004/April 1, 2004 (Systems & Metal Case Goods) 2. System Four/ 91115, 2004/April 1, 2004 (Systems & Metal Case Goods) 3. Palisade/ 91113, 2004/April 1, 2004 (Systems & Metal Case Goods) 4. Modular Furniture Products - Factors, Alternatives, & Surround/ 91112, 2004/April 1, 2004 (Systems & Metal Case Goods) 5. Quick Ship/ 91114, 2004/April 1, 2004 (Systems & Metal Case Goods) 6. Seating Collection/ 91125, 2004/April 1, 2004	60%	60%			<b>Flex-Y-Plan Industries, Inc.</b>  <b>SAP Vendor #143859-001</b>
5	<b>G F OFFICE FURNITURE, LTD</b>	1. GF Office Furniture, Ltd. SNAP Panel System, dated 10/03 + 5% (Systems & Metal Case Goods) 2. GF Office Furniture, Ltd. Volume I, GFX & OPS Panel System, dated 4/1/02 + 10.25% (Systems & Metal Case Goods) 3. GF Office Furniture, Ltd. Volume II, Section II Tables; Section III G3 Desk System; Section IV Stratum Desk System; & Section V Files & Storage, dated 4/1/02 + 10.25% (Systems & 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, ErgoTek, 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)	60%	52%	50%	46%	<b>G F Office Furniture, Ltd.</b>  <b>SAP Vendor #162964-005</b>

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

**ITEM SHEETS**

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

ITEM	MANUFACTURER LINE	PRICE LIST(S) NAME & ID & DATE	<u>Systems &amp; Metal</u>	<u>Seating</u>	<u>Wood Case</u>	<u>Computer</u>	VENDOR NAME & SAP VENDOR NUMBER
			<u>Case Goods</u> % Discount from List Price	% Discount from List Price	<u>Goods</u> % Discount from List Price	<u>Furniture</u> % Discount from List Price	
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
7	HAWORTH, INC.	1. Unigroup Systems 3/2003 (code AA, BA, & MA) (Sys. & Metal Case Goods) 2. Places Systems nw, wt 3/03 (code BA) - not included in the Places Sys are the following pages: full wood trim panels, (code DA) p. 203-207 & p. 214-219; worksurfaces, (code DA) p. 327-329, 364 & 383; overhead storage units - HOHS-0024-W through HOHS-0060-W, (code DA), p. 389; overhead storage units - HOR3-0024-WP through HOR3-0060-WP, (code DA) p. 390; lateral file bins, HLFB-0024-W through HLFB-0060-W, (code DA), p. 404; and wood pedestals, standard width, (code DA), p. 427-429 (Sys. & Metal Case Goods) 3. Enhanced Premise & Moxie 11/2003 (code FA & FM) (Sys. & Metal Case Goods) 4. X Series files and storage 1/2004 (Code FM) (Metal Case Goods) 5. If 3/03 (Code IF) (Sys & Metal Case Goods) 6. Casegoods/Files 3/2003 (code MA and FM) (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

**ITEM SHEETS**

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

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

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

**ITEM SHEETS**

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

**Part A - Matching Existing**

ITEM	MANUFACTURER LINE	PRICE LIST(S) NAME & ID & DATE	<u>Systems &amp; Metal Case Goods</u> % Discount from List Price	<u>Seating</u> % Discount from List Price	<u>Wood Case Goods</u> % Discount from List Price	<u>Computer Furniture</u> % Discount from List Price	VENDOR NAME & SAP VENDOR NUMBER
9	<b>KIMBALL INTERNATIONAL MARKETING</b>	1. Systems Price List (PLSYS-1003), 10/15/03 (Systems & Metal Case Goods) 2. Price List Update - Systems & Files (PLUSYS-0404, 4/15/04 (Systems & Metal Case Goods) 3. Metal Filing & Storage Price List (PLMF-1003), 10/15/03 (Metal Case Goods) 4. Xsite Systems Price List (PLXSITE-0204), 2/16/04 (Systems & Metal Case Goods) 5. Xsite Price List Update (PLUXSITE-0404), 4/15/04 (Systems & Metal Case Goods) 6. Seating Price List (PLSE-1003), 10/15/03 7. Seating Price List Upgrade (PLUSE-0404), 4/15/04 8. National (NPL), 3/1/04 (Seating, Wood Case Goods, and Computer Furniture) 9. Casegoods & Tables Price List (PLCATA-1003), 10/15/03 (Wood Case Goods & Computer Furniture) 10. Casegoods & Tables Price List Update (PLUCATA-0404), 4/15/04 (Wood Case Goods & Computer Furniture)	64%	55%	55%	55%	<b>Kimball International Marketing, Inc.</b>  <b>SAP Vendor #162195</b>

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

**ITEM SHEETS**

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

ITEM	MANUFACTURER LINE	PRICE LIST(S) NAME & ID & DATE	<u>Systems &amp; Metal</u>	<u>Seating</u>	<u>Wood Case</u>	<u>Computer</u>	VENDOR NAME & SAP VENDOR NUMBER
			<u>Case Goods</u> % Discount from List Price	% Discount from List Price	<u>Goods</u> % Discount from List Price	<u>Furniture</u> % Discount from List Price	
10	<b>KNOLL, INC.</b>	1. Morrison, January 1, 2003 + 4% (Systems & Metal Case Goods) 2. Currents, January 1, 2003 + 4% (Systems & Metal Case Goods) 3. Ref, January 15, 2004 (Systems, Metal Case Goods, and Wood Case Goods) 4. Equity, January 1, 2003 + 4% (Systems & Metal Case Goods) 5. Equity 120, January 1, 2003 + 4% (Systems & Metal Case Goods) 6. Dividends, January 1, 2003 + 4% (Systems & Metal Case Goods) 7. Knoll Seating, May 2004 <b>excluding Soho, Visor, and Open-up</b> 8. Knoll Wood Caseloads, January 15, 2004 9. Knoll Upstart, January 1, 2003 + 4% (Computer Furniture) 10. Knoll Calibre, January 1, 2003 + 4% (Computer Furniture) 11. KnollExtra, January 1, 2003 + 4% (Computer Furniture) 12. Interaction, January 1, 2003 + 4% (Computer Furniture)	60%	52%	50%	45%	<b>Knoll, Inc.</b>  <b>SAP Vendor #103102-001</b>
11	<b>KRUEGER INTERNATIONAL (KI)</b>	SEE ATTACHED SHEET FOR PRICE LISTS IDENTIFICATION AND DATE.	60%	52%	50%	45%	<b>Krueger International, Inc.</b>  <b>SAP Vendor #163837-003</b>
12	<b>MAXON</b>	Maxon Pricer, dated June 27, 2004 (includes Systems, Metal Case Goods, Seating, and Computer Furniture)	60%	52%		45%	<b>BJR Business Furniture, Inc.</b>  <b>SAP Vendor #155525</b>

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

**ITEM SHEETS**

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

ITEM	MANUFACTURER LINE	PRICE LIST(S) NAME & ID & DATE	<u>Systems &amp; Metal</u>	<u>Seating</u>	<u>Wood Case</u>	<u>Computer</u>	VENDOR NAME & SAP VENDOR NUMBER
			<u>Case Goods</u> % Discount from List Price	% Discount from List Price	% Discount from List Price	% Discount from List Price	
13	<b>PENNSYLVANIA CORRECTIONAL INDUSTRIES</b>	PCI Retail Furniture Price List, 4/6/2004 (includes Systems, Metal Case Goods, Seating, Wood Case Goods, and Computer Furniture)	60%	60%	60%	60%	<b>Pennsylvania Correctional Industries</b>  <b>SAP Vendor #170194</b>
14	<b>ROSEMOUNT OFFICE SYSTEMS, INC.</b>	1. Celerity System Price Book, dated January 2004 (Systems & Metal Case Goods) 2. Intuity System Price Book, dated January 2004 (Systems & Metal Case Goods) 3. Storage & Accessories Price Book, dated January 2004 (Metal Case Goods)	60%				<b>Rosemount Office Systems, Inc.</b>  <b>SAP Vendor #164338-001</b>

**ITEM SHEETS**

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

ITEM	MANUFACTURER LINE	PRICE LIST(S) NAME & ID & DATE	<u>Systems &amp; Metal</u>	<u>Seating</u>	<u>Wood Case</u>	<u>Computer</u>	VENDOR NAME & SAP VENDOR NUMBER
			<u>Case Goods</u> % Discount from List Price	% Discount from List Price	<u>Goods</u> % Discount from List Price	<u>Furniture</u> % Discount from List Price	
15	<b>STEELCASE, INC.</b>  <i>*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 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.</i>	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%	<b>APW, A. Pomerantz            Worldwide</b>  <b>SAP Vendor #197918</b>

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

**ITEM SHEETS**

**Office Furniture -- Systems, Seating, and Filing  
 Part C - Additional Services**

ITEM	MANUFACTURER LINE	Hourly Rate (\$/hr.) for Design Layout of Existing Furniture Being Moved from One Area to Another	Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Overtime/Holiday Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Union Labor Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Storage Rate for Storage of Goods Beyond 60 days after Scheduled Delivery Date & Notification from User of Inability to Accept Delivery	VENDOR NAME & SAP VENDOR NUMBER
1	ABCO OFFICE FURNITURE	\$50.00	\$50.00	\$75.00	\$100.00 - Applicable Areas: Per Customer Specifications	\$.50 per cubic foot/per week	Jami, Inc., d/b/a ABCO Office Furniture  SAP Vendor #165351
2	ALLSTEEL, INC.	\$55.00	\$40.00	\$60.00/Overtime \$80.00/ Sunday/Holiday	\$75.00 \$99.00/Overtime \$125.50/ Sunday/Holiday Applicable Areas: Where Necessary	\$.83 per square foot per day	Allsteel, Inc.  SAP Vendor #162319
3	CONCORD PRODUCTS	\$45.00	\$36.00	\$54.00	\$78.00 - Philadelphia County, Allegheny County, Delaware County	\$.28/cubic foot/month & \$.33/cubic foot/daily	Concord Products Company, Inc.  SAP Vendor #121646-002
4	FLEX-Y-PLAN	\$50.00	\$42.00	\$67.00	\$66.00 Standard working hours - not to include OT or Holidays or Weekends	\$.03/cubic foot/day	Flex-Y-Plan Industries, Inc.  SAP Vendor #143859-001
5	G F OFFICE FURNITURE, LTD	\$50.00	\$50.00	\$75.00	\$90.00 - Applicable Areas: Entire State where union labor may be required.	\$.05/cu. ft./day minimum, \$60.00/trailer/day	G F Office Furniture, Ltd.  SAP Vendor #162964-005
6	GLOBAL	\$60.00	\$40.00	\$60.00	\$58.00* / \$74.00** *Pittsburgh Area **Phila. Area Above rates are regular time hourly rate - Overtime is Time and One Half Weekends & Holidays - Doubletime	\$.60/sq. ft. per month	Global Industries, Inc.  Sap Vendor #165961-001

**ITEM SHEETS**  
**Office Furniture -- Systems, Seating, and Filing**  
**Part C - Additional Services**

ITEM	MANUFACTURER LINE	Hourly Rate (\$/hr.) for Design Layout of Existing Furniture Being Moved from One Area to Another	Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Overtime/Holiday Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Union Labor Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Storage Rate for Storage of Goods Beyond 60 days after Scheduled Delivery Date & Notification from User of Inability to Accept Delivery	VENDOR NAME & SAP VENDOR NUMBER
7	HAWORTH, INC.	\$55.00	\$50.00	\$90.00	\$65.00	\$.80 per square foot per month	Haworth, Inc.  SAP Vendor #163713-004
8	HERMAN MILLER, INC.	\$60.00	\$40.00	\$60.00	\$58.00* / \$74.00** *Pittsburgh Area **Phila. Area Above rates are regular time hourly rate - Overtime is Time and One Half Weekends & Holidays - Doubletime	\$.60/sq. ft. per month	SupplySource, Inc.  SAP Vendor #126583
9	KIMBALL INTERNATIONAL MARKETING	\$50.00	\$50.00	\$80.00	\$50.00 - Applicable Areas: Entire State of PA	\$1.25 per cu. ft. per month	Kimball International Marketing, Inc.  SAP Vendor #162195
10	KNOLL, INC.	\$55.00	\$38.00	\$76.00	\$88.00 - Applicable Areas: Where Union Labor is required by site conditions.	\$.85 per cubic foot per day	Knoll, Inc.  SAP Vendor #103102-001
11	KRUEGER INTERNATIONAL (KI)	\$60.00	\$50.00	\$75.00	\$95.00 Applicable Areas: As required	\$2.00 per sq. foot per month	Krueger International, Inc.  SAP Vendor #163837-003
12	MAXON	\$55.00	\$40.00 per person	\$60.00 per person	\$60.00 per person	\$.50 square foot/month	BJR Business Furniture, Inc.  SAP Vendor #155525

**ITEM SHEETS**

**Office Furniture -- Systems, Seating, and Filing  
Part C - Additional Services**

ITEM	MANUFACTURER LINE	Hourly Rate (\$/hr.) for Design Layout of Existing Furniture Being Moved from One Area to Another	Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Overtime/Holiday Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Union Labor Hourly Rate (\$/hr.) for Re-Configuration / Relocation Services of Existing Furniture Being Moved from One Area to Another	Storage Rate for Storage of Goods Beyond 60 days after Scheduled Delivery Date & Notification from User of Inability to Accept Delivery	VENDOR NAME & SAP VENDOR NUMBER
13	<b>PENNSYLVANIA CORRECTIONAL INDUSTRIES</b>	\$40 - 1st Design at No Charge	\$50.00	\$75.00	\$50.00 Applicable Areas: All	\$.10/per sq. ft. daily, \$.70/per sq. ft. weekly, \$2.10/sq. ft. monthly	<b>Pennsylvania Correctional Industries</b>  <b>SAP Vendor #170194</b>
14	<b>ROSEMOUNT OFFICE SYSTEMS, INC.</b>	\$50.00	\$47.00	\$67.50	\$55.00	\$150.00 per week per truckload or portion	<b>Rosemount Office Systems, Inc.</b>  <b>SAP Vendor #164338-001</b>
15	<b>STEELCASE, INC.</b>	\$55.00	\$37.80	\$74.34	\$86.94 / Phila. - Normal hrs. \$66.55 - Pittsburgh Area - Normal hrs.	\$1.50 sq. ft. per month	<b>APW, A. Pomerantz Worldwide</b>  <b>SAP Vendor #197918</b>
16	<b>TEKNION</b>	\$55.00	\$39.50	\$59.00	\$54.50 - Western PA Rate \$73.75 - Philadelphia (5) Counties	\$1.30 per square foot per month with a minimum charge of one month	<b>OfficeMax Inc</b> <b>263 Shuman Blvd</b> <b>Naperville, IL 60563-1225</b>  <b>SAP Vendor #306014</b>
17	<b>THE HON COMPANY</b>	\$50.00	\$40.00	\$60.00	\$65.00 Applicable Areas: Entire State	\$.50 per cubic foot/day or \$50.00 per day per trailer load \$350.00 per week per trailer load \$1,500 per month per trailer load	<b>The HON Company</b>  <b>SAP Vendor #164569-003</b>

Commonwealth of Pennsylvania - Department of General Services  
Contract #7110-06  
Office Furniture – Systems, Seating, and Filing  
Krueger International, Inc.  
Effective Price Lists: 6/1/07

<u>Price List Name</u>	<u>Date</u>	<u>Number</u>
<b><u>SYSTEMS FURNITURE</u></b>		
SystemsWall “Genius Wall”	4/1/04 + 2.5% + 3.3%	KI-PA040104-1
WireWorks Panel Systems	03/27/06 + 3.3%	KI-11286
System 3000 Panel Systems	1/17/05 + 2.5% + 3.3%	KI-11388
<b><u>COMPUTER FURNITURE</u></b>		
Desking Systems	08/07/06	KI-11381
Powered Tables	07/24/06	KI-11384
All Terrain Mobile Furniture	1/17/05 + 2.5% + 3.3%	KI-11393
Tables	1/17/05 + 2.5% + 3.3%	KI-11389
True Desking System	8/2/04 + 2.5% + 3.3%	KI-11348

## 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

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

Sanners  
1225 State Street  
Erie, Pa 16501-0209  
814-454-6374

TransAmerican Reading Division  
1800 North 12<sup>th</sup> Street  
Reading, Pa 19604  
1-800-422-8592

Easley and Rivers  
207 Townsend Drive  
Monroeville, Pa 15146  
1-412-795-4482

**COVER SHEET**

**CONTRACT CN0007712 (Legacy Contract #7110-06)**

**Page 1**

**PART B – “BEST VALUE” PRIMARY SUPPLIER FOR NEW INSTALLATIONS**

**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 No. CN00007712, Legacy #7110-06**

**CONTRACT  
FOR THE  
SUPPLY AND INSTALLATION OF OFFICE FURNITURE**

This **Contract For The Supply And Installation Of Office Furniture** ("Contract") is entered into this 21<sup>st</sup> 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.

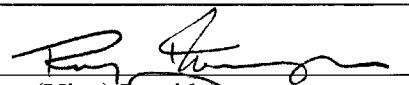
- e. The Price Submittal for Part A – Match Existing Furniture and Part C – Additional Services which is attached hereto as Exhibit D.
- f. The Disadvantaged Business Submittal, which is attached hereto as Exhibit E.
- g. The IFB and Addendums 1 and 2 which are attached hereto as Exhibit F and made a 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:

**Contractor:**

By:   
 (Assistant) Secretary

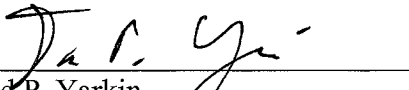
By:   
 (Vice) President

Tracy Fink 08/09/2004  
 Printed Name/Date

Ray Thompson 08/09/2004  
 Printed Name/Date

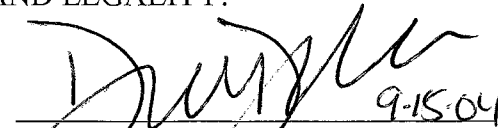
23-2310594  
 Federal I.D. Number

**Commonwealth of Pennsylvania  
 Department of General Services**

By:   
 David P. Yarkin  
 Deputy Secretary for Procurement

APPROVED AS TO FORM AND LEGALITY:

  
 Office of Chief Counsel      Date

 9-15-04  
 Office of General Counsel      Date

  
 Office of Attorney General      Date

APPROVED:

Carol Burkert 9/10/04  
 State Treasurer      Date

For: Barbara Hester, Treasurer  
 Commonwealth of Pennsylvania

**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.

**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 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 the single award contract awarded under Part B – Best Value Primary Supplier.

**CN00007712**  
**Legacy Contract #7110-06**

**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.**

**I. 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 Contractor. 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:**

Systems and Seating must meet the latest ANSI/BIFMA Safety and Performance Standards. Reference: BIFMA Office Seating Standard X5.1-2002; BIFMA Panel Systems Standard X5.6-2003; and Ergonomic Guidelines G1-2002.

**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 Statistics web site: <http://www.bls.gov>. Navigate to the "Get Detailed Statistics" section link. 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 screenshot shows a web browser window displaying the Bureau of Labor Statistics website. The page title is "Public Data Query - Microsoft Internet Explorer". The address bar shows the URL: <http://data.bls.gov/servlet/SurveyOutputServlet?runsessionid=1074186043765267672>. The page content includes the BLS logo, navigation links, and a data table for "Producer Price Index-Commodities".

Change Output Options: From: 1993 To: 2003 GO  
 include graphs [More Formatting Options](#) →  
 Data extracted on: January 15, 2004 (12:00:44 PM)

**Producer Price Index-Commodities**

Series Id: WPU122  
 Not Seasonally Adjusted  
 Group: Furniture and household durables  
 Item: Commercial furniture  
 Base Date: 8200

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1993	139.2	139.8	139.6	140.1	140.3	140.5	140.8	141.0	140.7	140.8	141.0	141.8	140.5
1994	143.2	143.5	143.6	144.5	145.3	145.2	145.6	145.3	144.8	144.5	145.2	145.4	144.7
1995	146.2	146.6	146.6	147.8	147.4	148.1	148.0	148.9	148.5	149.6	150.2	150.4	148.2
1996	150.6	151.4	150.9	151.3	150.7	151.1	151.8	151.5	151.8	153.0	153.2	153.4	151.7
1997	153.6	153.4	153.2	153.9	154.3	154.2	154.7	154.3	154.7	154.6	155.0	155.2	154.3
1998	154.7	155.2	155.2	155.0	155.6	155.3	155.2	155.2	155.2	155.5	155.4	155.4	155.2
1999	155.8	155.8	155.9	155.9	156.2	156.7	156.7	157.0	157.1	157.2	157.2	157.2	156.6
2000	157.5	157.6	158.0	158.2	158.3	158.5	158.4	158.6	158.7	158.7	158.9	158.9	158.4
2001	159.5	159.7	160.1	160.2	160.2	160.4	160.6	160.5	160.6	160.6	160.5	160.4	160.3
2002	160.5	160.4	160.2	160.0	159.9	160.2	161.1	161.6	161.6	161.8	161.9	161.6	160.9
2003	161.9	162.3	161.8	162.2	162.4	162.5	162.5	162.5	162.7(P)	163.1(P)	163.0(P)	163.2(P)	162.5(P)

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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.

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**Q. INVOICING:**

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

**Invoice Format Review**

Supplier Name:	
Salesperson Contact Name:	
Salesperson Contact Phone #:	
Buying Org. / Agency:	
Billing Address:	
Date:	

<b>INSTALLATION</b>	
Buying Org. / Agency:	
Install Address:	

Invoice #	PO #	Line Item #	Invoice Date	Product Category	Item Description	Item Number	Manufacturer	Mfg Number	UOM (Unit of Measure)	Delivery Method (Dock /Installed)	Qty	Catalog Unit Price	PA Unit Price	PA Ext Cost	PA Discount
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**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.

**S. 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

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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.

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

**ITEM SHEET**

**Office Furniture -- Systems, Seating, and Filing**  
**Part B - "Best Value" Primary Supplier for New Installations**

ITEM	MANUFACTURER LINE	PRICE LIST(S) NAME & ID & DATE	<u>Systems &amp; Metal</u> <u>Case Goods</u> % Discount from List Price	<u>Seating</u> % Discount from List Price	VENDOR NAME & SAP VENDOR NUMBER
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, Avive, 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%	<b>SupplySource, Inc.</b>  <b>SAP Vendor #126583</b>

## 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:

### **Corporate Environments**

605 East Broad Street  
Bethlehem, PA 18018  
Phone.....610.974.7990  
Fax.....610.974.7994

Steve Petia  
[www.ceginc.com](http://www.ceginc.com)

#### **Authorized counties:**

**Berks, Bucks, Carbon, Lehigh, Monroe, Northampton, Schuylkill**

### **Continental Office Environments**

285 E. Waterfront, Suite 100  
Homestead, PA 15120  
Phone.....412.464.2500  
Fax.....412.464.2525

Debra Krumenacker  
[www.conof.com](http://www.conof.com)

#### **Authorized counties:**

**Allegheny, Armstrong, Beaver, Butler, Clarion, Crawford, Erie, Fayette, Forrest, Greene, Lawrence, Mercer, Venango, Warren, Washington, Westmoreland.**

### **Herman Miller/Spectrum**

1003 W. Ninth St.  
King of Prussia, PA 19406  
Phone.....610.354.0300  
Fax.....610.354.0370

Gary DiBlasi  
[www.spectrumworkplace.com](http://www.spectrumworkplace.com)

#### **Authorized counties:**

**Bucks, Chester, Delaware, Montgomery, Philadelphia**

### **SupplySource, Inc.**

415 W. Third St.  
P O Box 3553  
Williamsport, PA 17701  
Phone.....570.327.1500  
Fax.....570.327.1244

Sid Furst  
[sidf@supplysourceinc.com](mailto:sidf@supplysourceinc.com)

#### **Authorized counties:**

**Adams, Bedford, Blair, Bradford, Cambria, Cameron, Center, Clearfield, Clinton, Columbia, Cumberland, Dauphin, Elk, Franklin, Fulton, Huntington, Indiana, Jefferson, Juanita, Lackawanna, Lancaster, Lebanon, Luzerne, Lycoming, McKean, Mifflin, Montour, Northumberland, Perry, Pike, Potter, Somerset, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, York**

Contract Reference Number: **7110-06**  
Collective Number: **CN00007712**  
Change Number: **1**  
Change Effective Date: **10/5/2004**

**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](mailto: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](mailto: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](mailto: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](mailto:sidf@supplysourceinc.com)

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

Contract Reference Number: **7110-06**  
Collective Number: **CN00007712**  
Change Number: **2**  
Change Effective Date: **12/30/2004**

**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](http://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/](http://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-PLAN 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.

Contract Reference Number: **7110-06**  
Collective Number: **CN00007712**  
Change Number: **3**  
Change Effective Date: **4/8/2005**

**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](mailto: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 ORIGINALLY WRITTEN.

Contract Reference Number: **7110-06**  
Collective Number: **CN00007712**  
Change Number: **4**  
Change Effective Date: **6/1/2005**

**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 Escalation/De-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 ORIGINALLY WRITTEN.

Contract Reference Number: **7110-06**  
Collective Number: **CN00007712**  
Change Number: **5**  
Change Effective Date: **7/7/2005**

**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](mailto: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 ORIGINALLY WRITTEN.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 6  
Change Effective Date: July 11, 2005

**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](mailto: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.

Contract Number: 7110-06  
Collective Number: CN00007712  
Change Number: 7  
Change Effective Date: August 4, 2005

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Office Furniture – Systems, Seating & Filing  
**Contract Period:** Beginning June1, 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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 8  
Change Effective Date: 9/13/05

**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 ORIGINALLY WRITTEN.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 9  
Change Effective Date: 9/14/05

**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 ORIGINALLY WRITTEN.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 10  
Change Effective Date: 1/13/06

**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 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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 11  
Change Effective Date: 2/9/06

**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](mailto: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 ORIGINALLY WRITTEN.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 12  
Change Effective Date: 4/6/2006

**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, 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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 13  
Change Effective Date: 5/23/06

**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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 14  
Change Effective Date: 6/1/2006

**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 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 ORIGINALLY WRITTEN.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: 4600007653  
Change Number: 15  
Change Effective Date: 6/1/06

**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 ORIGINALLY 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

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

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

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

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

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

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

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

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

Commercial Furnishings  
1500 Market Street  
Philadelphia, PA 19102-2100  
215.246.3486

Corporate Interiors Inc.  
2900 Potshop Lane  
Norriton Business Campus  
East Norriton, PA 19403-4634  
610.631.5400

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

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: 4600007652  
Change Number: 16  
Change Effective Date: 6/19/06

**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 ORIGINALLY WRITTEN.

Contract Reference Number: 7110-06  
Collective Number: CN0007712  
SAP Contract Number: 4600007663  
Change Number: 17  
Change Effective Date: 06/22/06

**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 ORIGINALLY WRITTEN.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: 4600007661  
Change Number: 18  
Change Effective Date: 06/30/06

**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.

COMMONWEALTH OF PENNSYLVANIA  
CONTRACT CN00007712

Cust Name	Address	City	Po Bo	ST	Zip Code	Phone Nbr	Fax Nbr
A POMERANTZ & CO	701 MARKET ST STE 7000	PHILADELPHIA		PA	19106-1597	215-408-2100	215-408-2110
ADVANCED FURNITURE SERVICES GROUP	250 N WOOD ST	HATBORO	697	PA	19040-2722	215-293-0500	215-293-0833
ALLEGHENY GROUP	208 WOODLAND RD	PITTSBURGH		PA	15238-3301	412-828-3320	412-828-3325
ALLIED OFFICE PRODUCTS	1001 PARKWAY VIEW DR	PITTSBURGH		PA	15205-1424	412-490-2900	412-490-2906
ANDERSON INTERIORS	12 PLUM ST	VERONA		PA	15147-2157	412-828-7420	412-828-3160
BAUMAN OFFICE EQUIPMENT INC	824-828 7TH AVE	BEAVER FALLS	773	PA	15010-4541	724-846-5330	724-846-3831
COFCO OFFICE FURNISHINGS	2200 N AMERICAN ST	PHILADELPHIA		PA	19133-3394	215-291-4648	856-778-8998
CONTINENTAL OFFICE ENVIRONMENTS	285 E WATERFRONT DR STE 100	HOMESTEAD		PA	15120-5017	412-464-2500	412-464-2525
CORPORATE ENVIRONMENTS	605 E BROAD ST	BETHLEHEM		PA	18018-6332	610-974-7990	610-974-7994
CORPORATE EXPRESS	691 DIVISION ST	DU BOIS		PA	15801-2531	814-371-2400	814-371-1222
CORPORATE EXPRESS	175 LIMEKILN RD STE 600	NEW CUMBERLAND		PA	17070-2423	800-447-1200	717-986-8874
CORPORATE EXPRESS	6900 LINDBERGH BLVD STE 200	PHILADELPHIA		PA	19142-9996	215-365-2171	215-863-3110
CORPORATE EXPRESS	79 N INDUSTRIAL PK	SEWICKLEY	9339	PA	15189-0001	412-741-6494	412-749-8709
CORT FURNITURE RENTAL PITTSBURGH	1201 BRIGHTON RD	PITTSBURGH		PA	15233-1631	412-322-9930	412-322-3301
DAVID TRACY DESIGN INC	2497 COPE DR STE 100	MECHANICSBURG		PA	17055	717-766-2074	717-766-0798
DESIGNS UNLIMITED	3504 CONCORD RD	YORK		PA	17402-8698	717-840-4141	717-840-1006
EASLEY & RIVERS INC	207 TOWNSEND DR	MONROEVILLE	458	PA	15146-1065	412-795-4482	412-795-4254
FRANKLIN INTERIORS	2740 SMALLMAN ST	PITTSBURGH		PA	15222-4720	412-261-2525	412-255-4089
HENRY HALL OFFICE PRODUCTS	714 PHILADELPHIA ST	INDIANA		PA	15701-3968	724-463-9111	724-463-1470
INDOFF INC	137 MARLIN DR E	PITTSBURGH		PA	15216-1405	412-344-3854	412-344-3855
KERSHNER OFFICE FURN	555 CROTON RD STE 201	KING OF PRUSSIA		PA	19406	610-768-0200	610-768-0700
LESKER OFFICE FURNITURE	201 LOCUST ST	YOUNGWOOD		PA	15697-1644	800-245-1004	724-925-9094
LITITZ OFFICE PRODUCTS	30 CITATION LN	LITITZ		PA	17543-7604	717-735-7755	717-735-7778
MAHLA OFFICE FURNITURE	713 PENN AVE	PITTSBURGH		PA	15222-3493	412-471-1714	412-471-1721
MARSH & MCLENNAN	2 N 2ND ST	HARRISBURG	1675	PA	17101	717-720-4559	717-720-4572
MILLER SUPPLY COMPANY	1316 COMMERCE PARK DR	WILLIAMSPORT		PA	17701-5498	800-326-9627	570-323-9850
MILLINGTON LOCKWOOD	129 W 6TH ST	ERIE		PA	16501-1001	814-455-3636	716-633-5641
NITTANY OFFICE EQUIPMENT	1207 S ATHERTON ST	STATE COLLEGE		PA	16801-6299	814-238-0568	814-238-4157
OFFICE ENVIRONMENTS	1500 GRUNDY'S LANE	BRISTOL		PA	19007	267-553-1000	267-553-1001
OM WORKSPACE PITTSBURGH	101 BELLEVUE RD	PITTSBURGH		PA	15229-2107	800-732-7797	412-630-3365
P E M CO	5335 PROGRESS BLVD	BETHEL PARK		PA	15102-2560	412-831-7601	412-831-7662
POSG-PA OFFICE SERVICE GROUP (WODB)	309 S 10TH ST	LEMOYNE		PA	17043-8964	717-763-4793	717-763-5652
PREMIER OFFICE SOLUTIONS	374 S. WARMINSTER RD.	HATBORO		PA	19040	215-734-2300	215-734-2310
PSI WORKPLACE MGMT	5113 W CHESTER PIKE	NEWTOWN SQUARE		PA	19073-1101	610-353-7320	610-353-7926
SLAGLES INCORPORATED	600 BURSCA DR STE 602	BRIDGEVILLE		PA	15017	412-220-0707	412-220-0768
SP RICHARDS	810 VISTA PARK DR	PITTSBURGH		PA	15205-1216	412-787-5360	412-787-5443
STONE OFFICE EQUIPMENT	321-327 PEAR ST	SCRANTON		PA	18505	570-342-1477	570-344-1339
SUPPLY SOURCE INC	2323 WOODLAWN STREET	HARRISBURG		PA	17104	717-299-7266	717-299-7423
SUPPLY SOURCE INC	521 NAPOLEON ST	JOHNSTOWN		PA	15901-2613	814-535-8271	814-536-3994
SUPPLY SOURCE INC	415 W 3RD ST	WILLIAMSPORT	3553	PA	17701	570-327-1500	570-327-1244
VICKERS INC	24 E GLENOLDEN AVE	GLENOLDEN		PA	19036-2198	610-583-9400	
WASHINGTON COUNTY PURCHASING	MAIN ST	WASHINGTON		PA	15301	724-228-6740	724-228-6740
WORKSCAPE INC	1900 LOWE ST	PITTSBURGH	8464	PA	15220-5490	412-920-6300	412-920-7570
WRIGHT CONTRACT INTERIORS	2735 RAILROAD ST	PITTSBURGH		PA	15222-4509	412-471-2700	412-471-5008

**COMMERCIAL OFFICE FURNITURE COMPANY 475 NORTH FIFTH STREET PHILADELPHIA PA 19123 215-496-8109 215-977-9618**

LEGEND: WODB - WOMAN OWNED DISADVANTAGED BUSINESS  
DB - DISADVANTAGED BUSINESS

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number:4600007660  
Change Number: 19  
Change Effective Date: 9/1/06

**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](mailto: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.



## 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 in whole or in part unsatisfactory 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.J.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.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 8038GC 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 ASSIGNS 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 TAKES 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

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number:4600007654  
Change Number: 20  
Change Effective Date: 9/14/06

**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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: 4600007653  
Change Number: 21  
Change Effective Date: 9/25/2006

**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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: 4600007666  
Change Number: 22  
Change Effective Date: 10/4/06

**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](mailto: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](mailto:gack@pomerantz.com)

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

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: 4600007652  
Change Number: 23  
Change Effective Date: 11/29/06

**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](mailto: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 Whittendale Drive  
Moorestown, NJ 08057  
Contact: Brian Walsh  
Phone: 800-423-0074  
Fax: 856-797-6800  
E-mail: [brianw@bfmolz.com](mailto:brianw@bfmolz.com)

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

Contract Reference Number: 7110-06  
Collective Number: CN0007712  
SAP Contract Number:4600007669  
Change Number: 24  
Change Effective Date: 2/21/07

**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](mailto: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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: VARIOUS  
Change Number: 25  
Change Effective Date: 3/16/07

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Systems, Seating & Filing  
**Contract Period:** Beginning 6/1/2004 and Ending 5/31/2007  
**Commodity Specialist Name:** Lisa A Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: [lvega@state.pa.us](mailto: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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: 4600007981  
Change Number: 26  
Change Effective Date: 5/4/07

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** System, Seating & Filing  
**Contract Period:** Beginning 6/1/2006 and Ending 5/31/2007  
**Commodity Specialist Name:** Lisa Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: [lvega@state.pa.us](mailto: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](mailto:andyh1427@comcast.net)

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

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
Change Number: 27  
Change Effective Date: 6/1/2007

**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 **(Renewed thru May 31, 2008)**  
**Buyer Name:** **Lisa A. Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: [lvega@state.pa.us](mailto: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 ORIGINALLY WRITTEN.

Contract Reference Number: 7110-06  
Collective Number: CN0007712  
SAP Contract Number: 4600007659  
Change Number: 28  
Change Effective Date: 10/24/07

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Office Furniture - SYSTEMS, SEATING & FILING  
**Contract Period:** Beginning 6/1/2007 and Ending 5/31/2008  
**Commodity Specialist Name:** LISA VEGA – PHONE: 717-346-4290, FAX: 717-346-3820, E-MAIL: [lvega@state.pa.us](mailto: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.

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SRM/SAP Contract Number:4600007659  
Change Number: 29  
Change Effective Date: 1/28/2008

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Systems, Seating, Metal Case, Wood Case & Computer Furniture  
**Contract Period:** Beginning 6/1/2007 and Ending 5/31/2008  
**Commodity Specialist Name:** Lisa Vega – Phone: 717-346-4290, Fax: 717-346-3820, E-mail: [lvega@state.pa.us](mailto: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 Furniture , Commonwealth of Pennsylvania (rev. 1/23/2008)

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. 10<sup>th</sup> Street  
Lemoyne, Pa 17043  
717-763-4793



Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number: 4600007669  
Change Number: 30  
Change Effective Date: 02/04/2008

**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, 2007 and Ending May 31, 2008  
**Commodity Specialist Name:** Lisa A Vega - Phone: 717-346-4290, Fax: 717-346-3820, E-mail: [lvega@state.pa.us](mailto: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.

# 4600007669

**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**  
**Address: 150 E Pierce Road**  
**Itasca, IL 60143-1290**  
**FIN # 820477390**  
**SAP # 171263**

**Assignee: Office Max Inc**  
**Address: 263 Shuman Blvd**  
**Naperville, IL 60563-1225**  
**FIN # 820100960**  
**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.

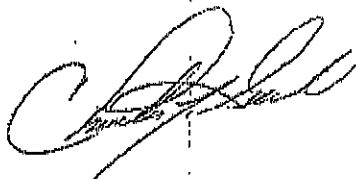
The Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

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 29<sup>th</sup> day of January, 2008.



**Assignor**  
Chuck Gerba, OfficeMax - VP and Director of Sales

\_\_\_\_\_  
**Assignee**  
Name and Title



All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**REPRINT** Page 1 of 4  
**Contract No. 4600013205**  
**Contract Original Approval Date: 02/05/2008**

**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

**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.:  
 Our Quotation:

**Payment Terms:**  
 NET 30

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.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	TEKNION - SYSTEMS FURN  <a href="#">Item Text</a>	0.00		0.00	1	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



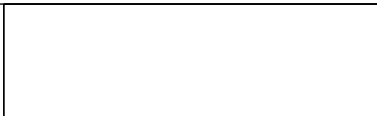
Supplier Name:  
OFFICEMAX INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
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)						
8. Teknion Complements, 2/04 (Sys Accessories)						
9. Teknion Boulevard, 5/04 (Sys & Metal Case Goods)						
13. Teknion Graded-In Panel Fabric Guide, 5/04						
14. Teknion Fabrics & Finishes Binder, 5/04						
Systems & Metal Case Goods - 66% Discount from List Price						
20	TEKNION - SEATING	0.00		0.00	1	0.00
<b>Item Text</b>						
Price List ID & Date:						
10. Teknion Seating, 11/03						
13. Teknion Graded-In Panel Fabric Guide, 5/04						
14. Teknion Fabrics & Finishes Binder, 5/04						
Seating - 56% Discount from List Price						
30	TEKNION - METAL CASE GOODS	0.00		0.00	1	0.00
<b>Item Text</b>						



Supplier Name:  
OFFICEMAX INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
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 Ledger, 7/03 (Metal Case Goods)						
8. Teknion Complements, 2/04 (Sys Accessories)						
9. Teknion Boulevard, 5/04 (Sys & Metal Case Goods)						
13. Teknion Graded-In Panel Fabric Guide, 5/04						
14. Teknion Fabrics & Finishes Binder, 5/04						
Systems & Metal Case Goods - 66% Discount from List Price						
40	TEKNION - WOOD CASE GOODS	0.00		0.00	1	0.00
<b>Item Text</b>						
Price List ID & Date:						
11. Teknion Wood, 5/04 (Wood Case Goods)						
13. Teknion Graded-In Panel Fabric Guide, 5/04						
14. Teknion Fabrics & Finishes Binder, 5/04						
Wood Case Goods - 56% Discount from List Price						
50	TEKNION - COMPUTER FURN	0.00		0.00	1	0.00
<b>Item Text</b>						
Price List ID & Date:						
12. Teknion Expansion Desking, 11/03 (Comp Furn)						
13. Teknion Graded-In Panel Fabric Guide, 5/04						
14. Teknion Fabrics & Finishes Binder, 5/04						
15. Teknion Modular Cabinets, 2/04 (Comp Furn)						
16. Teknion Tables, 11/02 (Comp Furn)						
17. Teknion Casegoods, 11/02 (Comp Furn)						
Systems & Metal Case Goods - 61% Discount from List Price						





**REPRINT** Page 4 of 4  
**Contract No. 4600013205**  
**Contract Original Approval Date: 02/05/2008**

**Supplier Name:**  
OFFICEMAX INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
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60	ADDITIONAL SERV	0.00		0.00	1	0.00
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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

**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.

**Estimated Total Value  
Not Applicable**

Contract Reference Number: 7110-06  
Collective Number: CN00007712  
SAP Contract Number 4600010671, 460007665, 460007660  
Change Number: 31  
Change Effective Date: 3/4/2008

**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, 2007 and Ending May 31, 2008  
**Commodity Specialist Name:** Lisa A Vega, Phone: 717-346-4290, E-mail: [lvega@state.pa.us](mailto:lvega@state.pa.us)

**CHANGE SUMMARY:**

This contract #7110-06 is changed to include Amendment #2, to allow the leasing of Systems & Metal Case Goods, Seating, Wood Case Goods & Computer Furniture. See attached Amendment #2 & Leasing Terms and Conditions.

**This Amendment is for Contract #7110-06, Part A, "Matching Existing".**

**The following Suppliers have agreed to this Amendment #2:**

**BJR Business Furniture, Inc  
Concord Products Co., Inc  
Supply Source, Inc**

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



## 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 in whole or in part unsatisfactory 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.J.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.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 8038GC 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 ASSIGNS 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 TAKES 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