

**NEW YORK STATE  
OFFICE OF GENERAL SERVICES  
PROCUREMENT SERVICES GROUP  
38th Floor - Corning Tower Building  
Empire State Plaza  
Albany, New York 12242**

## Contract Award Notification

<b>Title</b>	<b>: Group 25200 - DOMESTIC KITCHEN APPLIANCES - REFRIGERATORS AND FREEZERS</b>
<b>Award Number</b>	<b>: 3457-G (Replaces 2752-G-EE)</b>
<b>Contract Period</b>	<b>: August 1, 1998 to July 31, 2001</b>
<b>Bid Opening Date</b>	<b>: May 19, 1998</b>
<b>Date of Issue</b>	<b>: October 5, 1998</b>
<b>Specification Reference</b>	<b>: As incorporated in the Invitation for Bids</b>

### Address Inquiries To:

<b>All State Agencies</b>	<b>Non-State Agencies</b>
Name : James Essman Title : Purchasing Officer I Phone : 518-402-5069 Fax : 518-473-7974 E-mail : james.essman@ogs.state.ny.us	Name : Judy Gibbons Title : Purchase Coordinator Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

### Description

Edited, updated version of award.

Award covers Refrigerators - undercounter type, top mounted freezer and side by side models and Freezers - upright models with manual and automatic defrost.

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC53794	GENERAL ELECTRIC CO. 307 N. Hurstbourne Pky. Louisville, KY 40222	800-654-4988 Ext. 3673 Lisa Betts Fax No. 800-858-3088 Parts & Repair 800-432-2737 800-626-2000	140689340

Contractor will not accept the New York State Amex Purchasing Card.

PC53795	SEARS COMMERCIAL ONE SEARS COMMERCIAL SALES 504 West River Rd. Waterloo, NY 13165	800-359-2000 Ext. 2201 Alan Cardinale Fax No. 800-669-3719 Repair 800-473-7274 Parts 800-225-2864 E-Mail: alc@lynnet.com	361750680
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Payments to:  
Sears  
75 Remittance Drive  
Suite 1675  
Chicago, IL 60675-1674

PC53796	WHIRLPOOL CORPORATION 412 N. Peters Rd. Knoxville, TN 37922	800-634-9621 Option 5 423-470-6727 Barbara Smith Fax No. 800-670-9854 E-Mail: barbara_e_smith@email.whirlpool.com Parts & Repair: 800-259-7278	381490038
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Payments to:  
Whirlpool Corporation  
P.O. Box 93256  
Chicago, IL 60673-3256

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

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET THE DELIVERY TERMS OF THIS CONTRACT. DELIVERED ITEMS WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

FOR TAX FREE TRANSACTIONS UNDER THE INTERNAL REVENUE CODE, THE NEW YORK STATE REGISTRATION NUMBER IS **14740026K**.

NOTE TO AGENCY:

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

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

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

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Separate price options for each contractor are included at the end of the individual listed contract items and may include any of the following 1) unloading, moving to point of use, uncrating and set in place; 2) delivery within five business days; 3) delivery within 48 hours excluding Saturday and Sunday; 4) removal of old appliances (See "Note to Agency" below); 5) extended warranty/guarantee when the original guarantee expires.

All prices are in U.S. currency and firm for the contract period.

NOTE TO AGENCY:

Used appliances that are clearly unusable or not repairable may be disposed of only with an official local disposition authorization. Please have someone from your agency available to provide verification prior to removal of appliances. Inquiries can be made to:

NYS Office of General Services  
Bureau of Surplus Personal Property Disposition  
Building #18 - State Office Campus  
Albany, New York 12226

AGENCY NOTE: REFRIGERATION EQUIPMENT CONTAINED IN THIS CONTRACT IS FOR DOMESTIC USE ONLY. THEY ARE NOT DESIGNED FOR STORAGE OF MATERIALS PRODUCING FLAMMABLE VAPORS OR FOR USE IN LOCATION CONTAINING SUCH MATERIALS. ALL STATE AGENCIES REQUIRING STORAGE OF SUCH MATERIALS SHOULD FOLLOW THE PURCHASING GUIDELINES FOR PURCHASE OF EXPLOSION-PROOF(EXTERIOR AND INTERIOR) OR FLAMMABLE MATERIALS STORAGE (INTERIOR ONLY) REFRIGERATION EQUIPMENT.

NOTE: Domestic ranges, dishwashers, built in ovens and microwave ovens (commercial and domestic) are available from a separate Group 25200 award.

DOMESTIC KITCHEN APPLIANCES - REFRIGERATORS & FREEZERS

All products are as described in the "Detailed Specifications" of the referenced solicitation.

Item No.	Description	Unit Price	Model Number
1.	Refrigerator/freezer, (under counter type) Single Door, Manual Defrost - 4.5 to 6.4 cubic feet, manual defrost, single door, 34-1/4" x 23-5/8" x 25".		
	Color: White	\$204.00	95601
	Net capacity in cu. ft.:	Fresh Food <u>Storage</u> 5.51 cu. ft.	Frozen Food <u>Storage</u> .49 cu. ft.
		Total Capacity:	6.0 cu. ft.

Additional Colors available at no extra cost: NONE  
 Manufacturer: Sanyo  
 Guaranteed Delivery: 7 Days A/R/O  
 Manufacturer's standard guarantee  
 on the appliance: 1 year  
 on the compressor: 5 years

CONTRACTOR, ITEM 1: SEARS COMMERCIAL SALES

2.	Refrigerator-Freezer Combination 10.5 to 12.4 cu. ft. capacity with top mounted freezer equipped with two doors and partial automatic defrost, 63-1/2" x 24-1/2" x 23-1/4".		
	Color: White	\$329.00	TDX11
	Net capacity in cu. ft.:	Fresh Food <u>Storage</u> 8.6cu. ft.	Frozen Food <u>Storage</u> 2.4 cu. ft.
		Total Capacity:	11.00 cu. ft.

Additional Colors available at no extra cost: NONE  
 Manufacturer: Gorenje Commerce  
 Guaranteed Delivery: 30 Days A/R/O  
 Manufacturer's standard guarantee  
 on the appliance: 1 year parts and labor  
 on the compressor: 5 years sealed system

CONTRACTOR, ITEM 2: GENERAL ELECTRIC CO.

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
3.	<u>Refrigerator-Freezer Combination</u> 12.5 to 14.4 cu. ft. capacity with top mounted freezer equipped with two doors and automatic defrost, 62-1/8"x 28" x 29-1/8".		
	Color: White	\$326.00	RT14ZKXGW
		Fresh Food <u>Storage</u>	Frozen Food <u>Storage</u>
	Net capacity in cu. ft.:	10.6 cu. ft.	3.8 cu. ft.
		Total Capacity:	14.4 cu. ft.

Additional Colors available at no extra cost: Almond  
 Manufacturer: Whirlpool/Supermatic  
 Guaranteed Delivery: 7-10 Days A/R/O  
 Manufacturer's standard guarantee  
     on the appliance: 1 year parts and labor for entire unit.  
     on the compressor: 2-5 years parts and labor for sealed system.  
 CONTRACTOR, ITEM 3: WHIRLPOOL CORPORATION

4.	<u>Refrigerator-Freezer Combination</u> 14.5 to 16.4 cu. ft. capacity with top mounted freezer equipped with two doors and automatic defrost, 64-1/4" X 28" X 29-3/8".		
	Color: White	\$350.00	36601
		Fresh Food <u>Storage</u>	Frozen Food <u>Storage</u>
	Net capacity in cu. ft.:	11.69 cu. ft.	3.81 cu. ft.
		Total Capacity:	15.5 cu. ft.

Additional Colors available at no extra cost: Almond

<u>OPTIONAL ICE MAKER KIT</u>	<u>Price</u>	<u>Model</u>
	<u>Additional</u>	<u>No.</u>
A. Ice Maker Kit (agency installed):	\$56.00	8086

Manufacturer: Frigidare  
 Guaranteed Delivery: 7 Days A/R/O  
 Manufacturer's standard guarantee  
     on the appliance: 1 year  
     on the compressor: 5 years

CONTRACTOR, ITEM 4: SEARS COMMERCIAL SALES

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Model</u> <u>Number</u>
5.	<u>Refrigerator-Freezer Combination</u> 16.5 to 18.4 cu. ft. capacity with top mounted freezer equipped with two doors and automatic defrost, 64-1/4" x 29-3/4" x 29-3/8".		

Color: White \$377.00 36801

	<u>Fresh Food</u>	<u>Frozen Food</u>
	<u>Storage</u>	<u>Storage</u>
Net capacity in cu. ft.:	13.9 cu. ft.	4.1 cu. ft.
Total Capacity:	18.0 cu. ft.	

Additional Colors available at no extra cost: Almond

<u>OPTIONAL ICE MAKER KIT</u>	<u>Price</u>	<u>Model</u>
	<u>Additional</u>	<u>No.</u>
A. Ice Maker Kit (agency installed):	\$56.00	8086

Manufacturer: Frigidare  
Guaranteed Delivery: 7 Days A/R/O  
Manufacturer's standard guarantee  
on the appliance: 1 year  
on the compressor: 5 years

CONTRACTOR, ITEM 5: SEARS COMMERCIAL SALES

6.	<u>Refrigerator-Freezer Combination</u> 18.5 to 21.0 cu. ft. capacity with top mounted freezer, equipped with two doors and automatic defrost, 66-3/4" x 31" x 31-3/4".		
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Color: White \$462.00 68132

	<u>Fresh Food</u>	<u>Frozen Food</u>
	<u>Storage</u>	<u>Storage</u>
Net capacity in cu. ft.:	15.1 cu. ft.	5.7 cu. ft.
Total Capacity:	20.8 cu. ft.	

Additional Colors available at no extra cost: Almond

<u>OPTIONAL ICE MAKER KIT</u>	<u>Price</u>	<u>Model</u>
	<u>Additional</u>	<u>No.</u>
A. Ice Maker Kit (agency installed):	\$56.00	8086

Manufacturer: Frigidare  
Guaranteed Delivery: 7 Days A/R/O  
Manufacturer's standard guarantee  
on the appliance: 1 year  
on the compressor: 5 years

CONTRACTOR, ITEM 6: SEARS COMMERCIAL SALES

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>	<u>Model</u> <u>Number</u>								
7.	<u>Refrigerator-Freezer Combination</u> 18.5 to 21.0 cu. ft. capacity with side mounted freezer equipped with two doors and automatic defrost, 67-5/8" x 31-1/2" x 33-1/2".										
	Color: White	\$569.00	CSX20BA								
		<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: center;">Fresh Food</td> <td style="text-align: center;">Frozen Food</td> </tr> <tr> <td style="text-align: center;"><u>Storage</u></td> <td style="text-align: center;"><u>Storage</u></td> </tr> <tr> <td style="text-align: center;">Net capacity in cu. ft.:</td> <td style="text-align: center;">12.9 cu. ft.</td> </tr> <tr> <td style="text-align: center;">Total Capacity:</td> <td style="text-align: center;">19.69 cu. ft.</td> </tr> </table>	Fresh Food	Frozen Food	<u>Storage</u>	<u>Storage</u>	Net capacity in cu. ft.:	12.9 cu. ft.	Total Capacity:	19.69 cu. ft.	
Fresh Food	Frozen Food										
<u>Storage</u>	<u>Storage</u>										
Net capacity in cu. ft.:	12.9 cu. ft.										
Total Capacity:	19.69 cu. ft.										

<u>OPTIONAL ICE MAKER KIT</u>	<u>Price</u> <u>Additional</u>	<u>Model</u> <u>No.</u>
A. Ice Maker Kit (agency installed):	\$59.00	IM3

Manufacturer: General Electric Company  
 Guaranteed Delivery: 30 Days A/R/O  
 Manufacturer's standard guarantee  
     on the appliance: 1 year parts and labor  
     on the compressor: 5 years sealed system

CONTRACTOR, ITEM 7: GENERAL ELECTRIC CO.

8.	<u>Refrigerator-Freezer Combination</u> 21.0 to 24.4 cu. ft. capacity with side mounted freezer equipped with two doors and automatic defrost, 67-5/8" x 33-1/2" x 32-1/2".										
	Color: White	\$639.00	CSX22GA								
		<table border="0" style="margin-left: auto;"> <tr> <td style="text-align: center;">Fresh Food</td> <td style="text-align: center;">Frozen Food</td> </tr> <tr> <td style="text-align: center;"><u>Storage</u></td> <td style="text-align: center;"><u>Storage</u></td> </tr> <tr> <td style="text-align: center;">Net capacity in cu. ft.:</td> <td style="text-align: center;">14.96 cu. ft.</td> </tr> <tr> <td style="text-align: center;">Total Capacity:</td> <td style="text-align: center;">21.75 cu. ft.</td> </tr> </table>	Fresh Food	Frozen Food	<u>Storage</u>	<u>Storage</u>	Net capacity in cu. ft.:	14.96 cu. ft.	Total Capacity:	21.75 cu. ft.	
Fresh Food	Frozen Food										
<u>Storage</u>	<u>Storage</u>										
Net capacity in cu. ft.:	14.96 cu. ft.										
Total Capacity:	21.75 cu. ft.										

Additional Colors available at no extra cost: NONE

<u>OPTIONAL ICE MAKER KIT</u>	<u>Price</u> <u>Additional</u>	<u>Model</u> <u>No.</u>
A. Ice Maker Kit (agency installed):	\$59.00	IM3

Manufacturer: General Electric Company  
 Guaranteed Delivery: 30 Days A/R/O  
 Manufacturer's standard guarantee  
     on the appliance: 1 year parts and labor  
     on the compressor: 5 years sealed system

CONTRACTOR, ITEM 8: GENERAL ELECTRIC CO.



<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
11.	<u>FREEZER, UPRIGHT</u> Automatic defrost, single door, 19.5 to 21.4 cu. ft. capacity, 70" x 32" x 20-1/2".		

Color: White

\$450.00

28021

Fresh Food  
Storage

Net capacity in cu. ft.: 20.3 cu. ft.

Additional Colors available at no extra cost: NONE

Manufacturer: Frigidare

Guaranteed Delivery: 7 Days A/R/O

Manufacturer's standard guarantee

on the appliance: 1 year

on the compressor: 5 years

CONTRACTOR, ITEM 11: SEARS COMMERCIAL SALES

ADDITIONAL OPTIONS:

GENERAL ELECTRIC CO.:

Price  
Additional

1. May offer unloading, moving to point of use, uncrating and set in place per unit and removal of debris and leveling. (Contact Contractor)
2. May offer five (5) day tailgate delivery per unit after receipt of order. (Contact Contractor)
3. May offer to within 48 hour tailgate delivery per unit after receipt of order. (Contact Contractor)
4. May offer removal of old appliance. Please refer to "NOTE TO AGENCY" clause for guidelines on disposal of state property. (Contact Contractor)

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ADDITIONAL OPTIONS: (cont'd)

SEARS COMMERCIAL SALES:

	<u>Price Additional</u>
1. May offer unloading, moving to point of use, uncrating and set in place per unit and includes removal of debris and leveling.	\$15.00
2. May offer five (5) day tailgate delivery per unit after receipt of order.	NONE
3. May offer to within 48 hour tailgate delivery per unit after receipt of order.	NONE
4. May offer removal of old appliance. Please refer to "NOTE TO AGENCY" clause for guidelines on disposal of state property.	\$30.00

WHIRLPOOL:

1. May offer unloading, moving to point of use, uncrating and set in place per unit and includes removal of debris and leveling.	\$30.00
2. May offer an extended warranty/maintenance coverage beyond the period state in the Guarantee clause.	\$20.00/per year

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract items have been delivered in satisfactory condition. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to Contract No., description of material, quantity, unit and price per unit as well as Federal Identification Number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts.

CONTRACT PAYMENTS: (Cont'd)

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they are required to make payments directly to the contractor. Prior to processing such payment the contractor may be required to complete the ordering non-State agency's own voucher form.

PUBLIC OFFICERS LAW:

All contractors and contractor employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State. In signing the bid, each contractor has guaranteed knowledge and full compliance with those provisions for this and any other dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in cancellation of contract, disqualification from the bidding process and in other civil or criminal proceedings as required by law.

NOTE:

In the event a specified manufacturer's commodity listed herein becomes unavailable or cannot be supplied to the State by the contractor for any reason (except as provided for in the Savings Clause of the General Specification) a product deemed by the Office of General Services to be equal to or better than the specified commodity must be substituted by the contractor at no additional cost or expense to the State.

PURCHASE ORDERS:

Purchase orders are effective and binding upon the contractor when placed in the mail or faxed prior to the termination of the contract to the contractor at the address or facsimile number shown herein.

MINIMUM ORDER:

Minimum order for each (single) destination is one unit for any item.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Delivery of product is to be completed within 30 calendar days after receipt of order.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

QUANTITIES:

The quantities or dollar values listed are estimated only. However, each contract shall be for the quantities or dollar values actually ordered during the contract period.

It should be noted that the extension of this contract to political subdivisions and others authorized by law, as indicated in the "Extension of Prices" clause, may cause the estimated quantities or dollar values to vary considerably. However, the contractor must furnish all quantities or dollar values actually ordered.

CONTRACT PERIOD:

Prices are firm for the entire period of the contract. Price escalation will not be allowed and is specifically excluded from the terms and conditions of the contract award.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions for an additional period not to exceed twelve months.

GUARANTEE:

The contractor guarantees that the equipment is standard new equipment (or re-manufactured to meet new specifications), latest model of regular stock product with all parts regularly used with this equipment; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one (1) year. If, during this period, such faults develop, the unit or part affected shall be replaced without any cost to the State including any charges for parts, labor, and transportation. Contractor shall be responsible for contacting service representative and following-up to ensure service is completed.

On items with condensing units, the guarantee on such units shall be extended for an additional four (4) years, prorated replacement based on cost of parts (materials) at time of replacement as follows:

First Year	-	100% of cost
Second Year	-	90% of cost
Third Year	-	70% of cost
Fourth Year	-	50% of cost
Fifth Year	-	30% of cost

When the manufacturer's standard guarantee or labor provisions for the unit or any component exceeds the guarantee stated, the longer guarantee period shall apply.

After the first year, the State shall pay labor costs.

All regularly manufactured stock electrical items shall be listed by Underwriter's Laboratories, Inc. Other electrical equipment shall be constructed to conform to applicable portions of National Electrical Code.

Accessories supplied must be compatible with the rest of the equipment.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract item(s) totaling more than \$20,000.00.

YEAR 2000 WARRANTY

DEFINITIONS:

"Product" shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term "Product" shall include resulting deliverables.

"Vendor's Product" shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. "Third Party Product" does not include product where Vendor is: a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

WARRANTY STATEMENT:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

Vendor also warrants all services associated with product(s) shall immediately perform, without interruption, in accordance with above requirements. Such services include, but are not limited to, billing, invoicing and the processing of maintenance and warranty claims.

WARRANTY DISCLOSURE (to be provided by vendor with bid):

For Vendor Products and for Products which have been specified to perform as a system (including, but not limited to, systems involving Vendor and/or Third Party Products and/or Authorized User's other installed Product) and for Services associated with Products: Compliance or non-compliance of the Products and Services individually or as a system with the Warranty Statement set forth above; and

YEAR 2000 WARRANTY (cont'd)

WARRANTY DISCLOSURE (cont'd)

For Third Party Product Only: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said Third Party Warranty from the Third Party Manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

This warranty shall survive beyond termination or expiration of the Agreement. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this agreement.

EXTENSION OF PRICES

Political subdivisions and others authorized by law may participate in contracts. These include, but are not limited to local governments, public school and fire districts and certain nonpublic/nonprofit organizations.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates.

ASSIGNMENT OF MONIES:

Approval of the Commissioner is not required for the assignment of monies due for contract deliveries. On deliveries made to State agencies, such assignments must be filed by the contractor directly with the Office of the State Comptroller. For political subdivisions and other non State facilities authorized by law to participate in State contracts, the contractor must notify these ordering facilities directly of any assignment of monies due.

Copies of any assignment of monies notification must also be sent by the contractor to the N.Y.S. Office of General Services, Procurement Services Group.

PAYMENTS OF INTEREST:

The payment of interest on certain payments due and owed by a State agency may be made in accordance with the criteria established in Article 11A of New York State Finance Law and the Comptroller's Bulletin No. A-91.

The terms of Article 11A apply only to procurements by and the consequent payment obligations of State agencies. Neither expressly nor by any implication is the new statute applicable to non-State agency purchasers. Nor, of course, is the Office of General Services or the Office of the State Comptroller responsible for payments (see General Specification Clause 69) on any purchases made by a participating political subdivision or other authorized entity.

PURCHASES BY CONSORTIUM AND OTHER AUTHORIZED ORGANIZATIONS:

Pursuant to Section 163 of the State Finance Law, any association, consortium or group of privately owned or municipal, federal or State owned or operated hospitals, medical schools, other health related facilities or voluntary ambulance services so authorized by the Commissioner may participate in contracts resulting from this bid opening, subject to the terms and conditions of the Contract Award Notification.

EXTENSION OF USE:

Any contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities.

INSTRUCTION MANUALS:

Simultaneous with delivery of the first component of the equipment or system specified, the contractor(s) shall furnish to the agency a complete instruction manual for the equipment (system) and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the equipment and the system, together with system layout and interconnection diagrams, schematic and wiring diagrams, comprehensive preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product Description</u>	<u>Total Quan. Shipped</u>	<u>Total \$ Value</u>
	(Size, Stock No., etc.)	(To be in Units listed in the Invitation for Bids)	

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the award and shall reference the commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

REBATES:

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

NEW YORK STATE PURCHASING CARD:

NYS and American Express (AMEX) have entered into an agreement for AMEX to provide the State with Purchasing card services. The AMEX Corporate Purchasing Card enables agencies to make authorized purchases directly from a vendor without processing the Purchase Orders or Purchase Authorizations currently required. Purchasing Cards are issued to selected employees authorized to purchase for the agency and having direct contact with the vendors. Cardholders can make purchases directly from any vendor that accepts the AMEX Corporate Purchasing Card. The Purchasing Card is to be used only for goods and services purchased for official State use. Currently, the program allows a maximum purchase of \$2,500 per transaction.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

Vendors wishing to set up a corporate account with AMEX should call AMEX at 1-800-686-5493.

IMPORTANT NOTICE TO BIDDERS/RESULTANT CONTRACTORS AND STATE AGENCIES -  
"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) included in the Invitation For Bids and related Notice of Contract Award are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are:

1. lower in price
- and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office (currently for transactions in excess of \$10,000) and competitive bidding of requirements exceeding the discretionary bid limit (currently at \$15,000). State agencies should refer to CL-135 dated October 7, 1994 for complete procedural and reporting requirements under the "OGS or Less" Guidelines.

APPROVALS:

All electrically operated equipment shall be U.L. (Underwriters Laboratories), or equal, listed and bear the seal. Refrigerators/freezers, and Upright Freezers shall be AHAM certified for total refrigerated volume and total shelf area and shall bear a dark blue AHAM seal stating such certification. Chest freezers shall be AHAM certified for total refrigerated volume and bear a light blue AHAM seal stating such certification.

DEFROST SYSTEM:

The defrost system shall be manual, partial automatic or automatic as required at the item level of the detailed specifications. The following defines the types of defrost systems:

MANUAL DEFROST:

A defrost system in which the defrosting action for all refrigerated surfaces is initiated manually.

PARTIAL AUTOMATIC DEFROST:

A defrost system in which the defrosting action for the refrigerated surfaces in the refrigerated compartment is initiated and terminated automatically and the defrosting action for the refrigerated surfaces in the freezer is initiated manually.

AUTOMATIC DEFROST:

A defrost system in which the defrosting action for all refrigerated surface is initiated and terminated automatically.

**Office of General Services  
PROCUREMENT SERVICES GROUP  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or commodity, please make copies as needed. This office will use the information provided to take any necessary actions. **If necessary, a copy of this form should be provided to the product end user.**

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

Commodity provided (please identify): \_\_\_\_\_

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

**Contractor**

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

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

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

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by fax (518/473-7974) or mail to:**

The Purchasing Officer listed on the front of this contract  
 OGS PROCUREMENT SERVICES GROUP  
 Corning 2<sup>nd</sup> Tower  
 Empire State Plaza  
 Albany, New York 12242

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