

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 25203 – RESIDENTIAL AND COMMERCIAL CLOTHING WASHERS AND DRYERS (Statewide) Classification Codes: 48, 52
Award Number	:	<u>20685 – E*</u> (Replaces Award 19016-E*)
Contract Period	:	January 1, 2007 – December 31, 2010
Bid Opening Date	:	October 3, 2006
Date of Issue	:	January 8, 2007 Revisions effective May 5, 2010 are in red
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Christopher M. Martinez Title : Purchasing Officer I Phone : 518-402-5069 Fax : 518-474-5052 E-mail : christopher.martinez@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This award is to cover residential and commercial washers and dryers which meet or exceed the 2007 "ENERGY STAR® and New York State Energy Research and Development Authority (NYSERDA) minimum energy efficiency standards.

PR # 20685-T

(continued)

NOTE: See individual contract items to determine actual awardees.

CONTRACT # CONTRACTOR & ADDRESS TELEPHONE # FED.IDENT.#

PC62799	GENERAL ELECTRIC COMPANY 307 N. Hurstbourne Parkway Louisville, KY 40222	800-654-4988 502-339-3254 Rusha Miles Fax No.: 800-618-7485 502-339-3068 E-mail: rusha.miles@ge.com Web Site: www.geappliances.com	140689340
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Contractor offers Electronic Access Ordering (EDI). Residential washers offered are ENERGY STAR® compliant. GE Answer Center, 1-800-626-2000, is available after business hours and on weekends/holidays.

PC62798 SB	STATEWIDE MACHINERY INC. 60 Pixley Industrial Parkway Rochester, NY 14624	800-527-2219 585-426-3870 Mark A. Dembs Fax No. 585-426-0317 E-mail: mdembs@statewidemachinery.com Web Site: www.statewidemachinery.com	160779672
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Contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00. Commercial washers offered are ENERGY STAR® compliant.

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

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

NOTE TO AUTHORIZED USERS:

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

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

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

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

PRICE:

General – 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 product preparation and inspection, and shall include any and all costs associated with providing and delivering the product and accessories such as those noted below:

- Delivery from factory/manufacturer to dealer/distributor destination.
- Delivery from dealer/distributor to ordering agency.
- Residential delivery to community residences and other locations.
- Inside delivery to ground floor, if required.
- Pricing and payments being in U.S. Dollars.

UNPACKING, SETTING IN-PLACE AND INSTALLATION ARE NOT INCLUDED.

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

(continued)

PRICE: (Cont'd)

CPI Price Adjustment- Pricing will be firm through December 31, 2007. As of January 1, 2008 a price adjustment will be allowed based on the Consumer Price Index (CPI-U) for all Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items (Series ID: CUUR0000SA0) as published by the US Department of Labor, Bureau of Labor Statistics, Washington D. C. 20212. The index is available through the internet at the Bureau of Labor Statistics (BLS) website at www.bls.gov.com. If, at any time, the above series ID is discontinued or not available, the State reserves the right to implement another applicable index.

Price adjustments using the CPI involve changing the Price Per “Unit” for each item awarded by the change in the level of the CPI between the September 2006 (“base”/“reference” month) and a subsequent, future month. Every subsequent price adjustment shall be based on utilizing the CPI-U September 2006 Index figure as the base/reference and comparing it to the subsequent future month being used. The subsequent future month shall be September of the involved future year. Each price adjustment shall be effective the following January 1st.

An example of the price adjustment calculation is as follows (all figures are illustrative only):

CPI-U (CUUR0000SA0) September 2007 = NEW	203.6
CPI-U (CUUR0000SA0) September 2006 = BASE	197.6

NEW Divided by BASE = $203.6/197.6 = 1.0303643 = 1.030$

Original bid (contract) Price to be multiplied by 1.030

Example: If original bid/contract price was \$500, then new price
Effective January 1, 2008 would be: $1.030 \times \$500 = \515.00

The adjustment factor is always applied to the originally awarded bid price. As an expansion of the above example, if the “NEW” CPI-U for September 2008 was to be 209.6, the adjustment factor of 1.061 (e.g., 209.6 divided by 197.6 BASE equals 1.0607) would be applied to the original awarded bid price of \$500, not to \$515.00; the new price for January 1, 2009 would be \$530.50 (e.g., \$500 multiplied times 1.061).

Volume Purchases – All contract users are encouraged to negotiate lower pricing with contractors whenever large volume purchases to a single delivery location are being made.

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LOT I - "ENERGY STAR" CERTIFIED TOP AND FRONT LOADING WASHERS (Items 1-4)

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Brand/ Stock Number</u>	<u>Power Cord & Cap No.</u>
1.	<u>2.60 to 2.99 cu. ft., TOP-LOADING WASHER</u> "Energy Star", multi-speed, white in color.	NO AWARD		
2.	<u>2.90 cu. ft., FRONT-LOADING WASHER</u> "Energy Star", multi-speed, white in color.	ITEM NO LONGER AVAILABLE		
3.	<u>3.00 to 3.25 cu. ft., TOP-LOADING WASHER</u> "Energy Star", multi-speed, white in color.	NO AWARD		
4.	<u>3.00 to 3.25 cu. ft., FRONT-LOADING WASHER</u> "Energy Star", multi-speed, white in color.	NO AWARD		

LOT II - GAS AND ELECTRIC DRYERS (Items 5-8)

5.	<u>6.0 cu. ft., GAS DRYER</u> White in color.	\$ 273.45	DBXR463G	WX9X2 or WX9X18 (Specify 3 or 4 prong)
<p>Additional color (other than white) available: Bisque Moving to point of use: \$ 34.00 per unit Optional LP conversion kit: Price Additional: \$19.00 Stock Number: WE25X0217 Manufacturer: General Electric Guaranteed Delivery: 30 Calendar Days A/R/O Manufacturer's standard warranty: Parts: 1 Year Labor: 1 Year</p>				

CONTRACTOR, ITEM 5: GENERAL ELECTRIC

6.	<u>6.0 cu. ft., ELECTRIC DRYER</u> White in color with power cord and cap.	\$ 284.09	DBXR463E	WX9X2 or WX9X18 (Specify 3 or 4 prong)
<p>Additional color (other than white) available: Bisque Moving to point of use: \$ 34.00 per unit Manufacturer: General Electric Guaranteed Delivery: 30 Calendar Days A/R/O Manufacturer's standard warranty: Parts: 1 Year Labor: 1 Year</p>				

CONTRACTOR, ITEM 6: GENERAL ELECTRIC

(continued)

LOT II - GAS AND ELECTRIC DRYERS (Items 5-8) Cont'd

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Brand/ Stock Number</u>	<u>Power Cord & Cap No.</u>
7.	<u>7.0 cu. ft., GAS DRYER</u> White in color.			
				ITEM NO LONGER AVAILABLE.
8.	<u>7.0 cu. ft., ELECTRIC DRYER</u> White in color with power cord and cap.			
				ITEM NO LONGER AVAILABLE

LOT III - COMMERCIAL DUTY WASHERS "ENERGY STAR", COMMERCIAL DUTY GAS AND ELECTRIC DRYERS "ADA" (ITEMS 9-12)

9.	<u>2.65 to 3.50 cu. ft., TOP-LOADING COMMERCIAL DUTY WASHER</u> "Energy Star", white in color.			
				NO AWARD
10.	<u>2.84 cu. ft., FRONT-LOADING COMMERCIAL DUTY WASHER</u> "ADA" compliant, White in color	\$1,250.20	FTSA0A	INCL.

NOTE: Optional Mechanized Operational Devices:

All retrofitting must be ordered at time of purchase

Optional coin operated mechanism, additional pricing: \$ 297.00 SWFB61

Optional card operated mechanism, additional pricing: \$ 415.00 SWFF61

Moving to point of use, uncrating, and setting in place: \$ 49.00 per unit

Manufacturer: Alliance Laundry Systems

Guaranteed Delivery: 20 Calendar Days A/R/O, Expedited 5 day delivery: additional \$ 25.00 per unit

Manufacturer's standard warranty: Parts: 3 Years

Labor: 1 Year

CONTRACTOR, ITEM 10: STATEWIDE MACHINERY, INC.

11.	<u>7.0 cu. ft., COMMERCIAL DUTY GAS DRYER</u> "ADA" compliant, white in color.	\$ 584.14	FGS 17	INCL.
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NOTE: Optional Mechanized Operational Devices:

All retrofitting must be ordered at time of purchase

Optional coin operated mechanism, additional pricing: \$ 370.00 SFGB09

Optional card operated mechanism, additional pricing: \$ 380.00 SFGF09

Moving to point of use, uncrating, and setting in place: \$ 49.00 per unit

Manufacturer: Alliance Laundry Systems

Guaranteed Delivery: 20 Calendar Days A/R/O, Expedited 5 day delivery: additional \$ 25.00 per unit

Manufacturer's standard warranty: Parts: 3 Years

Labor: 1 Year

CONTRACTOR, ITEM 11: STATEWIDE MACHINERY, INC.

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**LOT III - COMMERCIAL DUTY WASHERS "ENERGY STAR", COMMERCIAL DUTY
GAS AND ELECTRIC DRYERS "ADA" (ITEMS 9-12) Cont'd**

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Brand/ Stock Number</u>	<u>Power Cord & Cap No.</u>
12.	<u>7.0 cu. ft., COMMERCIAL DUTY ELECTRIC DRYER</u> "ADA" compliant, with power cord and cap, white in color. Please specify 208 or 240 volt.	\$ 533.06	FES 17	P-3 or P4 (Specify 3 or 4 prong)

NOTE: Optional Mechanized Operational Devices:

All retrofitting must be ordered at time of purchase

Optional coin operated mechanism, additional pricing: \$ 370.00 SFEB07

Optional card operated mechanism, additional pricing: \$ 380.00 SFEF07

Moving to point of use, uncrating, and setting in place: \$ 49.00 per unit

Manufacturer: Alliance Laundry Systems

Guaranteed Delivery: 20 Calendar Days A/R/O, Expedited 5 day delivery: additional \$ 25.00 per unit

Manufacturer's standard warranty: Parts: 3 Years

Labor: 1 Year

CONTRACTOR, ITEM 12: STATEWIDE MACHINERY, INC.

**LOT IV - UNITIZED "ENERGY STAR" COMMERCIAL WASHER/
DRYERS GAS AND ELECTRIC DRYERS "ADA"
(ITEMS 13 - 14):**

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Brand/ Stock Number</u>	<u>Power Cord & Cap No</u>
13.	<u>UNITIZED, COMMERCIAL DUTY WASHER WITH ATTACHED GAS DRYER</u> "Energy Star" washer, with power cord and cap, white in color. Capacity: washer - 2.84 cu. ft. dryer - 7.0 cu. ft.	\$ 1,822.63	LTS A9A	INCL.

NOTE: Optional Mechanized Operational Devices:

All retrofitting must be ordered at time of purchase.

Optional coin operated mechanism, additional pricing: \$ 800.00 STG519

Optional card operated mechanism, additional pricing: \$ 940.00 STGF19

Moving to point of use, uncrating, and setting in place: \$ 98.00 per unit

Manufacturer: Alliance Laundry Systems

Guaranteed Delivery: 20 Calendar Days A/R/O

Manufacturer's standard warranty: Parts: 3 Years

Labor: 1 Year

CONTRACTOR, ITEM 13: STATEWIDE MACHINERY, INC.

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LOT IV - UNITIZED "ENERGY STAR" COMMERCIAL WASHER/
DRYERS GAS AND ELECTRIC DRYERS "ADA"
(ITEMS 13 - 14) Cont'd:

<u>Item No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Brand/ Stock Number</u>	<u>Power Cord & Cap No</u>
14.	<u>UNITIZED, COMMERCIAL DUTY WASHER WITH ATTACHED ELECTRIC DRYER</u> "Energy Star" washer, with power cord and cap, white in color. Please specify 208 or 240 volt. Capacity: washer - 2.84 cu. ft. dryer - 7.0 cu. ft.	\$ 1,779.01	LTS A7A	P-3 or P-4 (Specify 3 or 4 prong)
	NOTE: Optional Mechanized Operational Devices: All retrofitting must be ordered at time of purchase.			
	Optional <u>coin</u> operated mechanism, additional pricing:	\$ 800.00	STEB17	
	Optional <u>card</u> operated mechanism, additional pricing:	\$ 940.00	STEF17	
	Moving to point of use, uncrating, and setting in place: \$ 98.00 per unit			
	Manufacturer: Alliance Laundry Systems			
	Guaranteed Delivery: 20 Calendar Days A/R/O			
	Manufacturer's standard warranty: Parts: 3 Years			
	Labor: 1 Year			

CONTRACTOR, ITEM 14: STATEWIDE MACHINERY, INC.

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DATA SHEETS

ITEM SPECIFICATIONS	ITEM 1	ITEM 2	ITEM 3	ITEM 4
Contractor	NO AWARD	ITEM NO LONGER AVAILABLE	NO AWARD	NO AWARD
Manufacturer	--	--	--	--
Model Number	--	--	--	--
Color	--	--	--	--
Additional Colors	--	--	--	--
Top or Front Loading Unit	--	--	--	--
Drum Capacity (cu. ft.)	--	--	--	--
Modified Energy Factor (MEF)	--	--	--	--
Water Factor	--	--	--	--
# of Wash/Spin Speed Combinations	--	--	--	--
# of Wash/Rinse Temperature Combinations	--	--	--	--
# of Wash Cycles	--	--	--	--
Items Dimensions (Depth x Height x Width)	--	--	--	--
Type of Interior Drum	--	--	--	--
"Energy Star" Certified According to the January 1, 2007 Criteria	--	--	--	--
Compliant with the "ADA" Wheelchair Accessibility Criteria	--	--	--	--
Water Level Adjustment Feature	--	--	--	--
Self Cleaning Lint Filter	--	--	--	--
Water Fill Hoses and Connectors Supplied	--	--	--	--
Drain Hose Supplied	--	--	--	--
Power Cord Supplied	--	--	--	--
Door Interlock System	--	--	--	--
Off Balance Load Protection Device	--	--	--	--

(continued)

DATA SHEETS

ITEM SPECIFICATIONS	ITEM 5	ITEM 6	ITEM 7	ITEM 8
Contractor	General Electric Co.	General Electric Co.	ITEM NO LONGER AVAILABLE	ITEM NO LONGER AVAILABLE
Manufacturer	General Electric	General Electric	--	--
Model Number	DBXR463G	DBXR463E	--	--
Color	White	White	--	--
Additional Colors	Bisque	Bisque	--	--
Drum Capacity (cu. ft.)	6.0	6.0	--	--
# of Temperature Settings	4	4	--	--
Type of Interior Drum	DuraDrum (Coated stainless steel)	DuraDrum (Coated stainless steel)	--	--
# of Drying Cycles	6	6	--	--
Items Dimensions (Depth x Height x Width)	25 ½ x 42 x 27	25 ½ x 42 x 27	--	--
Compliant with the "ADA" Wheelchair Accessibility Criteria	No	No	--	--
Interior Light	Yes	Yes	--	--
Lint Filter	Yes	Yes	--	--
Interior Drying Rack			--	--
Automatic Moisture Level Monitoring System	No	No	--	--
High Temperature Shut- Off System	Yes	Yes	--	--
Automatic Shutdown if the Drum Rotation or Blower Fails to Operate	Yes	Yes	--	--
Power Cord Supplied	WX9X2 or WX9X18	WX9X2 or WX9X18	--	--

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DATA SHEETS

ITEM SPECIFICATIONS	ITEM 9	ITEM 10
Contractor	NO AWARD	Statewide Machinery, Inc.
Manufacturer	--	Alliance Laundry Systems
Model Number	--	FTSA0A
Color	--	White
Additional Colors	--	--
Top or Front Loading Unit	--	Front
Drum Capacity (cu. ft.)	--	2.84
Modified Energy Factor (MEF)	--	1.89
# of Wash/Spin Speed Combinations	--	6
# of Wash/Rinse Temperature Combinations	--	4
# of Wash Cycles	--	5
Items Dimensions	--	43" x 26 7/8" x 28"
"Energy Star" Certified According to the January 1, 2007 Criteria	--	Yes
Compliant with the "ADA" Wheelchair Accessibility Criteria	--	Yes
Water Level Adjustment Feature	--	Yes
Type of Interior Drum	--	Stainless Steel
Self Cleaning Lint Filter	--	Yes
Water Fill Hoses and Connectors Supplied	--	Yes
Drain Hose Supplied	--	Yes
Power Cord Supplied	--	Yes
Door Interlock System	--	Yes
Off Balance Load Protection Device	--	Yes

ITEM SPECIFICATIONS	ITEM 11	ITEM 12
Contractor	Statewide Machinery	Statewide Machinery
Manufacturer	Alliance Laundry Systems	Alliance Laundry Systems
Model Number	FGS 17	FES 17
Color	White	White
Additional Colors	--	--
Drum Capacity (cu. ft.)	7.0	7.0
# of Temperature Settings	3	3
Type of Interior Drum	Galvanized Steel	Galvanized Steel
# of Drying Cycles	6	6
Items Dimensions (Depth x Height x Width)	28 x 43 x 26 7/8	28 x 43 x 26 7/8
Compliant with the "ADA" Wheelchair Accessibility Criteria	Yes	Yes
Interior Light	No	No
Lint Filter	Yes	Yes
Automatic Moisture Level Monitoring System	No	No
High Temperature Shut-Off System	Yes	Yes
Automatic Shutdown if the Drum Rotation or Blower Fails to Operate	Yes	Yes
Power Cord Supplied	Yes	Yes

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DATA SHEETS

ITEM SPECIFICATIONS	ITEM 13	ITEM 14
Contractor	Statewide Machinery	Statewide Machinery
Manufacturer	Alliance Laundry Systems	Alliance Laundry Systems
Model Number	LTS A9A	LTS A7A
Color	White	White
Additional Colors	--	--
Front Loading Unit	Yes	Yes
Modified Energy Factor (MEF) for the washer	1.89	1.89
Water Factor for the washer	6.2	6.2
Drum Capacity (cu. ft.)		
Washer	2.84	2.84
Dryer	7.0	7.0
# of Temperature Settings		
Washer	4	4
Dryer	3	3
Type of Interior Drum		
Washer	Stainless Steel	Stainless Steel
Dryer	Galvanized Steel	Galvanized Steel
# of Drying Cycles		
Dryer	6	6
Items Dimensions (Depth x Height x Width)	28 x 74 ½ x 26 7/8	28 x 74 ½ x 26 7/8
"Energy Star" Certified Washer	Yes	Yes
Interior Light in the Dryer	No	No
Lint Filter	Yes	Yes
Automatic Moisture Level Monitoring System	No	No
High Temperature Shut-Off	Yes	Yes
Automatic Shutdown if Drum Rotation or Blower Fails to Operate	Yes	Yes
Power Cord Supplied	Yes	Yes

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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 products have been delivered in satisfactory condition or services have been satisfactorily performed. 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 number, description of product or service, 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 for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities 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.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

NOTE TO AGENCY:

NYS agencies and/or political subdivisions whose receiving facilities cannot accommodate entrance of an over the road trailer with a height of 13'-6" must specify on their purchase order - "Maximum trailer height for delivery to this location is ."(insert height in this space).

NOTE TO CONTRACTOR:

In the event a specified manufacturer's product listed in the Contract Award Notification becomes unavailable or cannot be supplied to the State by the contractor for any reason (except as provided for in the "Savings/Force Majeure" clause in Appendix B, OGS General Specifications), a product deemed by the Office of General Services to be equal to or better than the specified product must be substituted by the contractor at no additional cost or expense to the State.

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NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this bid solicitation 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. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

MINIMUM ORDER:

Minimum order is one appliance. (Note: Also see "RESERVATION" clause.)

DELIVERY:

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

DELIVERY IS REQUIRED TO BE COMPLETED WITHIN 20 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.

CONTRACT PERIOD AND EXTENSION:

General - It is the intention of the State to enter into a contract for the term as stated herein.

Mutual Extension of Time Period - 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(s) of up to two years; extension may be exercised on a month to month basis such as an additional three month, six month, twelve month, or 24 month period.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

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SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

PURCHASE OF ENERGY EFFICIENT PRODUCTS - EXECUTIVE ORDER 111 AND NEW YORK STATE'S ENERGY LAW:

All State agencies, public benefit corporations, and public authorities whose heads are appointed by the governor shall select "ENERGY STAR®" energy efficient products when acquiring new energy-using products or replacing existing equipment, in compliance with EXECUTIVE ORDER 111. In addition, new or replacement appliances or products purchased by or for the State or any agency thereof shall meet or exceed standards established by Article 5, Section 5-108-a of New York State's Energy Law which includes the "New York State Minimum Energy Efficiency Purchasing Standard."

Information on energy-efficient equipment standards for state purchasing may be obtained from NYSERDA's web site:

<http://www.nyserda.org/programs/equipstds.asp>

Contract awards with energy efficient products are identified on the OGS Procurement Services web site:

<http://www.ogs.state.ny.us/>

Click on "Contracts & Purchasing".

Click on "Buyer Information".

Click on "Energy & Recycled Contracts"

ENERGY STAR® PROGRAM; ENERGY LEGISLATION:

The Federal EPA and the U.S. Department of Energy, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with ENERGY STAR guidelines for energy efficiency along with any enhanced energy efficiency standards enacted under New York State's Energy Law. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

(continued)

RESERVATION:

General - 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 product(s) totaling more than 25 individual appliances.

ENERGY EFFICIENCY - The State may mandate agencies to purchase an ITEM or a listing within an ITEM and/or discontinue purchasing an ITEM or a listing within an ITEM at any time in accordance with any Executive Order, legislation, etc., on energy efficiency or other matter. Discontinuation of an ITEM or listing would not necessarily result in contract cancellation if another ITEM or listing is covered by the contract.

OVERLAPPING CONTRACT ITEMS:

Products/services available in the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$10,000 (see Questions at end of bid document).

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification 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 products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

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

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

(continued)

**State of New York
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 product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

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