

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 25204 – DOMESTIC REFRIGERATORS AND FREEZERS “ENERGY STAR” (Statewide)
		Classification Code: 52
Award Number	:	<u>19931-E*</u> (Replaces Award 00997-E*)
Contract Period	:	January 1, 2006 to December 31, 2008
Bid Opening Date	:	August 25, 2005
Date of Issue	:	January 6, 2006
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : James R. Essman Title : Purchasing Officer I Phone : 518-402-5069 Fax : 518-474-5052 E-mail : james.essman@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

“Energy Star” refrigerators, refrigerator/freezer combinations, chest and upright freezers, for use in a variety of settings – “residence/home, institutions, hospitals, etc.

PR # 19931-T

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62122`	ALMO DISTRIBUTING 2709 Commerce Way Philadelphia, PA 19114	800-345-2566 X4079 John K. Murphy Fax No. 800-883-2566 E-mail: jmurphy@almo.com Web: www.almo.com	232304272
PC62123	ELMBROOK CORPORATE SERVICES 8220 Elmbrook Dr. Dallas, TX 75247 Disc.: 1% - 30 days	877-356-2766 214-630-8771 x134 Michael J. Ruez Fax No. 214-630-8970 E-mail: ruez@elmbrookcorp.com Web: www.elmbrookcorp.com	752034851
The contractor offers Electronic Access Ordering (EDI). The contractor will accept the New York State Procurement Card for orders not to exceed \$10,000.00.			
PC62124	GENERAL ELECTRIC COMPANY 307 N. Hurstbourne Pkwy. 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: www.geappliances.com	140689340
The contractor offers Electronic Access Ordering (EDI).			
PC62125	SEARS CONTRACT SALES 2417 Regency Blvd. Augusta, GA 30904	800-359-2000 x2201 Alan A. Cardinale Fax No. 800/669-3719 315-781-2433 E-mail: acardi1@sears.com Web: www.commercial.sears.com	361750680

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.

(continued)

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 is net, F.O.B. destination any point in New York State as designated by the ordering agency and includes:

- residential delivery to community residences and other locations
- inside delivery to ground floor

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

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

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.

(continued)

DATA SHEET FOR REFRIGERATOR/FREEZER, FREEZERS*

LOT I - (Items 1 - 4) “Energy Star” Refrigerators with Bottom Mounted Freezer

PARAMETER	ITEM 1	ITEM 2	ITEM 3	ITEM 4
Contractor:	NO AWARD	General Electric Co.	General Electric Co	NO AWARD
Manufacturer:		LG Electronics	LG Electronics	
Brand:		General Electric	General Electric	
Model #:		GBS20HB	GBS22HB	
Type of Defrost System:		Automatic	Automatic	
Total Capacity in cu. ft.:		19.50 cu. ft.	22.30 cu. ft.	
Refrig. Capacity in cu. ft.:		13.21 cu. ft.	15.21 cu. ft.	
Freezer Capacity in cu. ft.:		6.32 cu. ft.	7.05 cu. ft.	
Unit Dimensions in Inches (height X width X depth):		68 x 29 7/8 x 33 7/8	68 5/8 x 32 7/8 x 34 1/8	
Total # of Door Shelves		4	4	
Refrigerator:		4	3	
Freezer:		0	1	
Total # of Cabinet Shelves		6	4	
Refrigerator:		4	3	
Freezer:		2	1	
# of Crispers (full size):		0	0	
# of Crispers (half size):		2, 1 snack pan	2	
Does the Item Include the Following (Yes/No)				
“Energy Star” Certified (2005 Criteria):		YES	YES	
Interior Light for Refrigerator:		YES	YES	
Interior Light for Freezer:		YES	YES	
Adjustable Temp. Mechanism for Refrigerator:		YES	YES	
Adjustable Temp. Mechanism for Freezer:		YES	YES	
Non-CFC Refrigerant:		YES	YES	
Magnetic Door Gaskets:		YES	YES	
Compliance with Latest Federal Regulations Governing “Child Safe” Refrigeration Equipment:		YES	YES	

***ITEM PRICING BEGINS ON PAGE 9.**

(continued)

DATA SHEET FOR REFRIGERATOR/FREEZER, FREEZERS*

LOT II - (Items 5 - 6) “Energy Star” Refrigerators, Single Door, No Freezer

PARAMETER	ITEM 5	ITEM 6
Contractor:	Sears Contract Sales	Elmbrook Corporate Services
Manufacturer:	Sanyo	Whirlpool
Brand:	Kenmore	Whirlpool
Model #:	46-95499	EL7ATTRMQ
Type of Defrost System:	Frost Free	Auto
Total Capacity in cu. ft.:	4.9 cu. ft.	16.80 cu. ft.
Unit Dimensions in Inches (height X width X depth):	33 ¼ x 21 3/8 x 22 7/8	66 7/8 x 30 x 31 ½
Total # of Door Shelves		
Refrigerator:	1, plus 2 modular Bins	6
Total # of Cabinet Shelves		
Refrigerator:	2	4
# of Crispers (full size):	1	0
# of Crispers (half size):	0	2
Does the Item Include the Following (Yes/No)		
“Energy Star” Certified (2005 Criteria):	YES	YES
Single Door Without Freezer:	YES	YES
Interior Light for Refrigerator:	YES	YES
Adjustable Temp. Mechanism for Refrigerator:	YES	YES
Non-CFC Refrigerant:	YES	YES
Magnetic Door Gaskets:	YES	YES
Compliance with Latest Federal Regulations Governing “Child Safe” Refrigeration Equipment:	YES	YES

*ITEM PRICING ON PAGE 10.

(continued)

DATA SHEET FOR REFRIGERATOR/FREEZER, FREEZERS*

LOT III - (Items 7 - 9) “Energy Star” Refrigerators/Freezer, Side by Side Door

PARAMETER	ITEM 7	ITEM 8	ITEM 9
Contractor:	Elmbrook Corporate Services	General Electric Co.	Elmbrook Corporate Services
Manufacturer:	Whirlpool	Mabe	Whirlpool
Brand:	Whirlpool	General Electric	Whirlpool
Model #:	ED2GHEXNQ	GSS23WG	ED5GHEXNQ
Type of Defrost System:	Auto	Auto	Auto
Total Capacity in cu. ft.:	21.80 cu. ft.	22.60 cu. ft.	25.30 cu. ft.
Refrigerator Capacity in cu. ft.:	14.40 cu. ft.	16.00 cu. ft.	15.40 cu. ft.
Freezer Capacity in cu. ft.:	7.40 cu. ft.	6.60 cu. ft.	9.90 cu. ft.
Unit Dimensions in Inches (height X width X depth):	66 ¾ x 32 ¾ x 33 ¾	69 ¼ x 37 ¼ x 33 9/16	69 ¾ x 35 ½ x 33 ¾
Total # of Door Shelves	8	9	8
Refrigerator:	4	4	4
Freezer:	4	5	4
Total # of Cabinet Shelves	6	7	8
Refrigerator:	3	3	4
Freezer:	3	4	4
# of Crispers (full size):	0	1	0
# of Crispers (half size):	2	0	2
Does the Item Include the Following (Yes/No)			
“Energy Star” Certified (2005 Criteria):	YES	YES	YES
Interior Light for Refrigerator:	YES	YES	YES
Interior Light for freezer:	YES	YES	YES
Adjustable Temp. Mechanism for Refrigerator:	YES	YES	YES
Adjustable Temp. Mechanism for Freezer:	YES	YES	YES
Non-CFC Refrigerant:	YES	YES	YES
Magnetic Door Gaskets:	YES	YES	YES
Compliance with Latest Federal Regulations Governing “Child Safe” Refrigeration Equipment:	YES	YES	YES

*ITEM PRICING ON PAGE 11.

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DATA SHEET FOR REFRIGERATOR/FREEZER, FREEZERS*

LOT IV - (Items 10 - 12) “Energy Star” Refrigerator/Freezer, with Top Mounted Freezer

PARAMETER	ITEM 10	ITEM 11	ITEM 12
Contractor:	General Electric	Almo Distributing	Almo Distributing
Manufacturer:	General Electric	Frigidaire	Frigidaire
Brand:	General Electric	Frigidaire	Frigidaire
Model #:	GTH16BB	FRT18HB5DW	FRT21HS6DW
Type of Defrost System:	Auto	Auto	Auto
Total Capacity in cu. ft.:	15.70 cu. ft.	18.20 cu. ft.	20.50 cu. ft.
Refrigerator Capacity in cu. ft.:	11.57 cu. ft.	14.13 cu. ft.	15.27 cu. ft.
Freezer Capacity in cu. ft.:	4.10 cu. ft.	4.07 cu. ft.	5.26 cu. ft.
Unit Dimensions in Inches (height X width X depth):	61 ¾ x 28 x 29 1/8	65 3/8 x 29 5/8 x 29 7/8	68 ¼ x 29 5/8 x 28 ½
# of Door Shelves	4	5	5
Refrigerator:	2	3	3
Freezer:	2	2	2
# of Cabinet Shelves	2	3	3
Refrigerator:	2	2	2
Freezer:	0	1	1
# of Crispers (full size):	0	0	0
# of Crispers (half size):	2	2	2
Does the Item Include the Following (Yes/No)			
“Energy Star” Certified (2005 Criteria):	YES	YES	YES
Interior Light for Refrigerator:	YES	YES	YES
Interior Light for freezer:	YES	NO	NO
Adjustable Temp. Mechanism for Refrigerator:	YES	YES	YES
Adjustable Temp. Mechanism for Freezer:	YES	YES	YES
Non-CFC Refrigerant:	YES	YES	YES
Magnetic Door Gaskets:	YES	YES	YES
Compliance with Latest Federal Regulations Governing “Child Safe” Refrigeration Equipment:	YES	YES	YES

*ITEM PRICING ON PAGE 12.

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DATA SHEET FOR REFRIGERATOR/FREEZER, FREEZERS*

LOT V - (Items 13 - 16) “Energy Star” Chest and Upright Freezers

PARAMETER	ITEM 13	ITEM 14	ITEM 15	ITEM 16
Contractor:	Elmbrook Corporate Services	Elmbrook Corporate Services	NO AWARD	Elmbrook Corporate Services
Manufacturer:	Whirlpool	Whirlpool		Whirlpool
Brand:	Whirlpool	Whirlpool		Whirlpool
Model #:	EH101FXMQ	EH221FXMQ		EV201NXMQ
Type of Defrost System:	Manual	Manual		Auto
Total Capacity in cu. ft.:	10.00 cu. ft.	21.60 cu. ft.		19.60 cu. ft.
Unit Dimensions in Inches (height X width X depth):	35 x 42 1/8 x 24 1/4	35 x 64 7/8 x 29 1/2		66 1/2 x 33 x 30 1/2
# of Door Shelves				6
Freezer:				6
# of Cabinet Shelves	2	4		4
Freezer:	2	4		4
Does the Item Include the Following (Yes/No)				
“Energy Star” Certified (2005 Criteria):	YES	YES		YES
Interior Light for Freezer:	NO	YES		YES
Adjustable Temp. Mechanism for Freezer:	YES	YES		YES
Non-CFC Refrigerant:	YES	YES		YES
Magnetic Door Gaskets:	YES	YES		YES
Compliance with Latest Federal Regulations Governing “Child Safe” Refrigeration Equipment:	YES	YES		YES

*ITEM PRICING ON PAGES 13 & 14.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
4.	<u>Refrigerator/Freezer</u> “Energy Star” 23.10 to 26.00 cu. ft. total capacity, bottom mounted freezer, auto defrost.	NO AWARD	
5.	<u>Refrigerator Only</u> “Energy Star” 4.90 cu. ft. capacity, single door, compact, auto defrost.		
	Color: White	\$184.00	46-95499

Manufacturer’s standard warranty

Refrigerator - Labor: 1 Year

Parts: 1 Year

"Sealed System" - Labor: 5 Years

Parts: 5 Years

Please refer to the corresponding DATA SHEET for additional specifications.

Guaranteed Delivery: 10 Days A/R/O

CONTRACTOR, ITEM NO. 5: SEARS CONTRACT SALES

6.	<u>Refrigerator Only</u> “Energy Star” 16.80 cu. ft. capacity, single door, auto defrost.		
	Color: White	\$680.00	EL7ATTRMQ

Manufacturer’s standard warranty

Refrigerator - Labor: 1 Year

Parts: 1 Year

"Sealed System" - Labor: 5 Years

Parts: 5 Years

Please refer to the corresponding DATA SHEET for additional specifications.

Guaranteed Delivery: 20 Days A/R/O

CONTRACTOR, ITEM NO. 6: ELMBROOK CORPORATE SERVICES

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
7.	<p><u>Refrigerator/Freezer</u> “Energy Star” 21.80 cu. ft. capacity, side by side doors, auto defrost, <u>with</u> through the door ice mechanism.</p> <p>Color: White</p>	\$766.00	ED2GHEXNQ
<p>Manufacturer’s standard warranty Refrigerator/freezer - Labor: 1 Year Parts: 1 Year "Sealed System" - Labor: 5 Years Parts: 5 Years</p> <p>Please refer to the corresponding DATA SHEET for additional specifications. Guaranteed Delivery: 20 Days A/R/O CONTRACTOR, ITEM NO. 7: ELMBROOK CORPORATE SERVICES</p>			
8.	<p><u>Refrigerator/Freezer</u> “Energy Star” 22.60 cu. ft. capacity, side by side doors, auto defrost, <u>with</u> through the door ice mechanism.</p> <p>Color: White</p>	\$840.00	GSS23WG
<p>Additional colors available at no extra cost: Bisque and Black Manufacturer’s standard warranty Refrigerator/freezer - Labor: 1 Year Parts: 1 Year "Sealed System" - Labor: 5 Years Parts: 5 Years</p> <p>Please refer to the corresponding DATA SHEET for additional specifications. Guaranteed Delivery: 20 Days A/R/O CONTRACTOR, ITEM NO. 8: GENERAL ELECTRIC COMPANY</p>			
9.	<p><u>Refrigerator/Freezer</u> “Energy Star” 25.30 cu. ft. capacity, side by side doors, auto defrost, <u>with</u> through the door ice mechanism.</p> <p>Color: White</p>	\$815.00	ED5GHEXNQ
<p>Manufacturer’s standard warranty Refrigerator/freezer - Labor: 1 Year Parts: 1 Year "Sealed System" - Labor: 5 Years Parts: 5 Years</p> <p>Please refer to the corresponding DATA SHEET for additional specifications. Guaranteed Delivery: 20 Days A/R/O CONTRACTOR, ITEM NO. 9: ELMBROOK CORPORATE SERVICES</p>			

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
13.	<u>Chest Freezer</u> “Energy Star” 10.00 cu. ft. capacity, chest freezer, manual defrost. Color: White	\$282.00	EH101FXMQ

Manufacturer’s standard warranty
 Freezer - Labor: 1 Year
 Parts: 1 Year
 "Sealed System" - Labor: 5 Years
 Parts: 5 Years

Please refer to the corresponding DATA SHEET for additional specifications.
 Guaranteed Delivery: 20 Days A/R/O
 CONTRACTOR, ITEM NO. 13: ELMBROOK CORPORATE SERVICES

14.	<u>Chest Freezer</u> “Energy Star” 21.60 cu. ft. capacity, chest freezer, manual defrost. Color: White	\$442.00	EH221FXMQ
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Manufacturer’s standard warranty
 Freezer - Labor: 1 Year
 Parts: 1 Year
 "Sealed System" - Labor: 5 Years
 Parts: 5 Years

Please refer to the corresponding DATA SHEET for additional specifications.
 Guaranteed Delivery: 20 Days A/R/O
 CONTRACTOR, ITEM NO. 14: ELMBROOK CORPORATE SERVICES

15.	<u>Upright Freezer</u> “Energy Star” 12.00 to 16.00 cu. ft. total capacity, upright freezer, auto defrost.	NO AWARD	
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<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Model Number</u>
16.	<u>Upright Freezer</u> “Energy Star” 19.60 cu. ft. capacity, upright freezer, auto defrost. Color: White	\$573.00	EV201NXMQ

Manufacturer’s standard warranty
Freezer - Labor: 1 Year
Parts: 1 Year
"Sealed System" - Labor: 5 Years
Parts: 5 Years

Please refer to the corresponding DATA SHEET for additional specifications.
Guaranteed Delivery: 20 Days A/R/O
CONTRACTOR, ITEM NO. 16: ELMBROOK CORPORATE SERVICES

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.

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.

(continued)

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 shall be one appliance.

DELIVERY:

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

ESTIMATED QUANTITIES:

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND EXTENSIONS:

Prices are to be 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 Invitation for Bid, its specifications and subsequent contract award. Price decreases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

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.

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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.

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.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.
Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

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 product(s) totaling more than \$30,000.00.

EPA ENERGY STAR PROGRAM:

The Federal EPA, 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 EPA Energy Star guidelines for energy efficiency. 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.

INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

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 or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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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 Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

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

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"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.

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.

CONTINUOUSLY ENERGIZED ELECTRICAL RESISTANCE:

All refrigerator/freezer and freezers shall conform to Article 16 Section 110 of the New York State Energy Law which requires any refrigerator, refrigerator/freezer containing a continuously energized electrical resistance heating unit for the purpose of preventing condensation on the jacket to possess an easily accessible manually operated electrical switch capable of terminating the heating when it is deemed necessary.

DOORS:

Refrigerators and refrigerator/freezer combination doors shall be hinged on the right, or hinged on the left, as ordered. All appliances shall have magnetic door gaskets eliminating the necessity of a door latch. All appliances shall comply with Federal regulations governing "child safe" refrigeration equipment.

REFRIGERANT:

All units offered shall use a non-CFC refrigerant in accordance with the Montreal protocol.

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**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, Room 3711
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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