

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 24200 – COMMERCIAL REFRIGERATION EQUIPMENT (Refrigerators, Freezers, Ice Makers) (Statewide)
		Classification Code(s): 48, 52
Award Number	:	20075
Contract Period	:	October 1, 2006 to September 30, 2009
Bid Opening Date	:	June 1, 2006
Date of Issue	:	September 18, 2006
Specification Reference	:	As Incorporated In The Invitation for Bid
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 provide State and eligible non-State agencies with Commercial Refrigeration Equipment, including refrigerators, freezers and ice makers typically designed for non-residential, commercial use.

PR # 20075-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>
PC62605	AMERICAN ENERGY RESTAURANT EQUIPMENT, INC. 7538 Fullerton Ct. Springfield, VA 22153	800-328-8815 x647 (703) 644-6666 x647 Debbie Ward Fax: (703) 913-0586 E-mail: dward@cleandishes.com	35-2217908
Contractor will accept the NYS Procurement Card for orders not to exceed \$10,000.00			
PC62606 SB	BUFFALO HOTEL SUPPLY 375 Commerce Dr. Amherst, NY 14228	800-333-1678 x3047 (716) 691-8080 x3047 Ronald C. Gaume Fax: (716) 691-7449 E-mail: Rong@Buffalohotelsply.com	16-0366765
PC62607	HOSHIZAKI NORTHEASTERN DC., INC. 1700 Arctic Avenue Bohemia, NY 11716	(631) 563-1350 Arthur J. Rode Heidi Kraus Fax: (631) 563-1450 E-mail: arode@hoshizaki.com	11-3407044
Contractor will accept the NYS Procurement Card for orders not to exceed \$10,000.00			
PC62608 SB	JOSEPH FLIHAN CO. 418-426 Broad St. PO Box 4039 Utica, NY 13504-4039	(315) 735-8519 Joseph Flihan Fax: (315) 724-4790 E-mail: jflihan@josephflihanco.com	16-1117938
PC62609 SB	SAM TELL AND SON, INC. 58-51 Maspeth Avenue Maspeth, NY 11378	(718) 386-0707 Marc Tell Fax: (718) 497-6513 E-mail: mtell@samtell.com	13-2526262
Contractor will accept the NYS Procurement Card for orders not to exceed \$10,000.00			

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.

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

Discount - Price is expressed as a percentage discount (stated within two decimal places) to the price list (or price catalog) indicated for each Lot.

The discount applies to all purchases and to all price list updates. Beginning in October 2007, the contractor may update the contract price list **ONE** (1) time during each calendar year to reflect manufacturer's price changes and the addition of new products as established by the manufacturer in their normal manner. Contractors may make changes in servicing dealers at this time. The contractor may increase percentage discounts at any time.

Contractors shall submit three (3) copies of their updated price list and a list of product additions to the price list (along with any descriptive information) to the Office of General Services, Procurement Services Group, for review and approval. If approved, the updated (new) price list and contract changes shall become effective upon the issuance of a contract amendment by the Procurement Services Group.

Upon request, contractor shall furnish without charge, copies of price lists identical to those accepted with bids (and accepted future updated price lists) and catalogs or brochures, to all state agencies, political subdivisions, and others authorized by law to purchase from the resulting contract.

All price lists shall be marked to indicate products covered by the resulting contract and products excluded from the contract shall be marked by obvious indication.

Upon request the contractor shall assist authorized users in the use of price lists.

(continued)

PRICE: (Cont'd)

Unworkable Price Structure - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

LOT NO. 1 - ARCTIC AIR

Percentage Discount From Price List

Price List: Arctic Air Dealer Pricing
Effective Date: January 1, 2006

55%

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR, LOT 1: AMERICAN ENERGY RESTAURANT EQUIPMENT INC.

LOT NO. 2 – AXIOM EQUIPMENT

NO AWARD

LOT NO. 3 – BEVERAGE-AIR

Price List: Beverage-Air 2006 Refrigerated
Equipment Catalog
Effective Date: January 2006

59.50%

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 3: SAM TELL AND SON INC.

LOT NO. 4 – CONTINENTAL

Price List: Continental Refrigerator 2006 Price List
Effective Date: March 15, 2006

61.91 %

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 4: BUFFALO HOTEL SUPPLY

(continued)

LOT NO. 5 – DELFIELD

Percentage Discount From Price List

Price List: Delfield On the Job Price Guide
Effective Date: January 2006

60 %

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 5: JOSEPH FLIHAN CO.

LOT NO. 6 – HOSHIZAKI

Refrigerators and Freezers

Price List: Hoshizaki America Inc. 2006,
Reach-In Price List

Effective Date: April 1, 2006

59.50 %

Ice Machines

Price List: Hoshizaki America Inc. 2006,
Equipment Price List

Effective Date: March 1, 2006

57.25%

An Additional 5% discount is offered on individual purchase orders for 5 or more units.

Guaranteed Delivery: 14 Calendar Days A/R/O
CONTRACTOR LOT 6: HOSHIZAKI NORTHEASTERN DC., INC.

LOT NO. 7 – ICE-O-MATIC

Price List: ICE-O-Matic Domestic and
International Suggested List Price Schedule

Effective Date: January 1, 2006

55 %

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 7: SAM TELL AND SON INC.

LOT NO. 8 – MANITOWOC

Price List: Manitowoc Suggested List Price
Standard Equipment

Effective Date: April 1, 2006

56.18%

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 8: BUFFALO HOTEL SUPPLY

(continued)

LOT NO. 9 – MASTER-BILT

Percentage Discount From Price List

Price List: Master-Bilt 2006 Price List,
Cabinets and Merchandisers
Effective Date: January 15, 2006

47.50 %

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 9: SAM TELL AND SON INC.

LOT NO. 10 – RANDELL

Price List: Randell Price Book
Effective Date: February 1, 2006

60 %

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 10: JOSEPH FLIHAN CO.

LOT NO. 11 – SCOTSMAN

AWARD PENDING

LOT NO. 12 – TEKNOGARD

NO AWARD

LOT NO. 13 – TRAUlsen

Spec Line Series

Price List: Traulsen Refrigeration Price List
Effective Date: January 1, 2006

57%

Dealers Choice Including G - Series

Price List: Traulsen Refrigeration Price List
Effective Date: January 1, 2006

69%

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 13: JOSPEH FLIHAN CO.

LOT NO. 14 – TRUE

Price List: True Refrigeration 2006 Price List
Effective Date: February 1, 2006

64%

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 14: AMERICAN ENERGY RESTAURANT EQUIPMENT INC.

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LOT NO. 15 – VICTORY

Percentage Discount From Price List

Price List: Victory Refrigeration 2006 Price List
Effective Date: December 15, 2005

62.20%

Guaranteed Delivery: 30 Calendar Days A/R/O
CONTRACTOR LOT 15: BUFFALO HOTEL SUPPLY

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.

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.

OVERLAPPING CONTRACT ITEMS:

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

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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.

States contiguous to New York State include: New Jersey, Pennsylvania, Ohio, Vermont, Massachusetts and Connecticut.

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:

General - Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). Time is of the essence in regard to the delivery of product.

Purchase Order Instructions - 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.

Expansion of Delivery Points - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts" and "Extension of Use" clauses incorporated herein.

CONTRACT PERIOD AND EXTENSION:

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

Price Adjustment - Price List bid shall remain firm through September 30, 2007. Thereafter price list updates may be made in accordance with provisions in the "PRICE" clause.

Unilateral Short Term Extension by the State - 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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CONTRACT PERIOD AND EXTENSION: (Cont'd)

Cancellation After September 30, 2007 - Either the contractor or the State may unilaterally cancel the contract on a monthly basis any time after the anticipated initial one year period October 1, 2006 – September 30, 2007 by providing written notification at least 4 (four) months prior to the effective date of cancellation. (NOTE: The State reserves the right to award a contract to another vendor to replace a contract that may be cancelled.)

Cancellation For Convenience By The State - The State of New York retains the right to cancel 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 Cancellation - If a contract is cancelled, the State reserves the right to make award on another compliant bid from the original bid letting, but is not obligated to do so; the State is not obligated to hold another bid letting.

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.

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.

On products with condensing units, the guarantee on such units shall be extended for an additional four (4) years.

Where accessories are to be supplied, they must be compatible with the rest of the product.

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 \$35,000.00.

PRICE LISTS AND CATALOGS:

Contractors are required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from this contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUALS:

Simultaneous with delivery of the first component of the product specified, 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.

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"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in this 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.

NOTE TO AGENCIES ON SELECTION OF CONTRACTOR:

These contracts are intended to give end users in New York State access to an array of products that will better serve their individual needs. Prior to purchase, agencies should review their needs and be prepared to justify their purchase based on form, function and utility determinations as it pertains to their agency. We encourage agencies not to limit your review to just one product line.

State purchasers are encouraged to use the contract discounts as a benchmark toward negotiating a best offer under the following circumstances:

- a large volume purchase to a single destination
- a large number of similar items being ordered,
- or when strong competition exists among comparable product lines.

(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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