



Contract Award Notification

Title	: Group 36100 – Commercial Kitchen Equipment (Statewide) Classification Code(s): 48
Award Number	: PGB-23014
Contract Period	: June 21, 2016 through August 31, 2017
Bid Opening Date	: n/a
Date of Issue	: June 21, 2016
Specification Reference	: As Incorporated In The Piggyback Agreement
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Phyllis Keeler Title : Contract Management Specialist Phone : 518-408-6397 E-mail : Phyllis.Keeler@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

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

Description

This contract allows for the purchase of Commercial Kitchen Equipment. The contract is a Piggyback Agreement off of the Master Contract #R131201 offered by The Cooperative Purchasing Network (TCPN). CKEP, LLC is the contractor. Note this piggyback agreement is for equipment only and does not include installation.

PR # 23014

<u>CONTRACT</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.ID#</u>	<u>NYS VENDOR #</u>
PC67425	CKEP, LLC 6077 N Travel Center Dr. Tucson, AZ 85741	(720) 253-4349 Toll Free: (844) 217-0699	463171251	1100139594

Jason Shackle
Email: jason@ckepusa.com

- Contractor does not offer Electronic Access Ordering (EDI)
- Contractor will accept the New York State Procurement Card for orders not to exceed \$2,500
- There are no additional discounts for purchases made with the NYS Procurement Card
- Contractor does not offer a prompt payment discount
- Contractor will honor orders for less than the minimum order in accordance with the "Minimum Order" section of the piggyback agreement (Section 13)

Person to contact for general New York State Contract administration questions, for expediting New York State contract orders, or for emergencies:

Jason Shackle
CKEP, LLC
Director of Operations
Phone: (720) 253-4349
Toll Free: (844) 217-0699
Fax: (720) 367-5451
Email: jason@ckepusa.com

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 OGS PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

New York State supports and encourages contractors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or the product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Piggyback Contract. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, Section 15, Remanufactured, Recycled, Recyclable or Recovered Materials.

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 in the signed Piggyback Contract. 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, and
- 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).

APPLICABLE LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims or actions brought by Contractor against the State for monetary damages shall be brought in the New York State Court of Claims. See "Governing Law" in Appendix A, Standard Clauses for New York State Contracts.

PRICE:

Price shall include all customs duties and charges and be F.O.B. destination any point in New York State, freight prepaid as designated by the Authorized User. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract. There is no minimum order. **Contractor shall inform the Authorized User of freight costs at the time of order.**

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

OVERLAPPING CONTRACT ITEMS:

Products/services available under this Piggyback Contract may also be available from other New York State contracts. Authorized Users are advised to select the most cost effective procurement alternative that meets their program requirements, and to document the basis for this selection in the procurement record.

CONTRACT PERIOD AND RENEWALS

The term of this Piggyback Contract shall be the last date of execution by the Parties through the expiration of the Master Contract, including any renewals or extensions.

MERGER OF APPENDICES/CONFLICT OF CLAUSES

This Piggyback Contract shall incorporate the following appendices as if set forth herein at length. Only the documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence, which supersedes the order of precedence stated in Appendix B:

- I. Appendix A, Standard Clauses for NYS Contracts;
- II. Piggyback Contract;
- III. Appendix B, OGS General Specifications; and
- IV. Master Contract, #R131201

PREFERRED SOURCE PRODUCTS

New York State Finance Law §162 mandates that a New York State agency, public authority, political subdivision or public benefit corporation obtain certain commodities and services from preferred sources, such as Correctional Industries (Corcraft), the blind and the disabled, when such products or services meet the form, function and utility of the entity. Some products or services under this Piggyback Contract may be available from one or more preferred sources. The Contractor understands and agrees that such products and services must be purchased from a preferred source in accordance with New York State Law.

**State of New York
Office of General Services
PROCUREMENT SERVICES
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
Customer Services, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
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