

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 36501 - INSTITUTIONAL WASHERS AND DRYERS	
		Classification Code(s): 47	
Award Number	:	<u>02695 RA</u>	(Replaces Award 11825)
Contract Period	:	January 1, 2003 to December 31, 2005	
Bid Opening Date	:	October 29, 2002	
Date of Issue	:	November 25, 2002	
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 : John Goetze Title : Purchasing Officer I Phone : 518-474-2642 Fax : 518-473-7974 E-mail : john.goetze@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 contract provides Institutional Clothes Washer for 20, 30, 50 lb. sizes and dryers for 30 and 50 lb. sizes available in both gas and electric models.

PR # 02695-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>
PC59866	WASCOMAT 461 Doughty Blvd. Inwood, NY 11096	800-645-2204 x120 516-371-4400 x120 Howard Herman Fax No: 516-371-4204 E-mail: hherman@wascomat.com Web site: www.wascomat.com	131800541

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.

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 ALL CONTRACT USERS:

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

PRICE:

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

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

(continued)

LOT I - INSTITUTIONAL WASHER/EXTRACTORS (Items 1 - 3)

<u>Item No.</u>	<u>Item Description</u>	<u>Price Each</u>	<u>Mfr. & Model No.</u>
1.	20 POUND WASHER/EXTRACTOR - single phase, 110-120 volts	\$1,459	WASCOMAT W620
	Price for 3-phase, 208-240 volts	\$1,440	

Colors available at no additional cost: WHITE/ALMOND/TEAL
 Guaranteed Delivery: 30 Days A/R/O
 Manufacturer's standard warranty: Parts: 3 Years
 Labor: 1 Year

CONTRACTOR, LOT I, ITEM NO. 1: WASCOMAT

2.	30 POUND WASHER/EXTRACTOR – 3 phase 208-240 volts	\$1,955	WASCOMAT W630
	Price additional for single phase	+ \$100.00	

Colors available at no additional cost: WHITE/ALMOND/TEAL
 Guaranteed Delivery: 30 Days A/R/O
 Manufacturer's standard warranty: Parts: 3 Years
 Labor: 1 Year

CONTRACTOR, LOT I, ITEM NO. 2: WASCOMAT

3.	50 POUND WASHER/EXTRACTOR - 3 phase 208-240 volts	\$3,525	WASCOMAT W655
	Price additional for single phase	+ \$160	

Colors available at no additional cost: WHITE/ALMOND/TEAL
 Guaranteed Delivery: 30 Days A/R/O
 Manufacturer's standard warranty: Parts: 3 Years
 Labor: 1 Year

CONTRACTOR, LOT I, ITEM NO. 3: WASCOMAT

LOT II - INSTITUTIONAL DRYERS (Items 4 - 7)

4.	30 POUND ELECTRIC DRYER – 3 phase 208-240 volts	\$1,576	WASCOMAT TD30EL
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Colors available at no additional cost: WHITE
 Guaranteed Delivery: 30 Days A/R/O
 Manufacturer's standard warranty: Parts: 3 Years
 Labor: 1 Year

CONTRACTOR, LOT II, ITEM NO. 4: WASCOMAT

(continued)

LOT II - INSTITUTIONAL DRYERS (Items 4 - 7)

(Cont'd)

<u>Item No.</u>	<u>Item Description</u>	<u>Price Each</u>	<u>Mfr. & Model No.</u>
5.	30 POUND GAS DRYER Single phase 110-120 volts Three phase 208-240 volts	\$1,445	WASCOMAT TD30GAS

Colors available at no additional cost: WHITE
 Guaranteed Delivery: 30 Days A/R/O
 Manufacturer's standard warranty: Parts: 3 Years
 Labor: 1 Year

CONTRACTOR, LOT II, ITEM NO. 5: WASCOMAT

6.	50 POUND ELECTRIC DRYER – 3 phase 208-240 volts	\$1,784	WASCOMAT TD50EL
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Colors available at no additional cost: WHITE
 Guaranteed Delivery: 30 Days A/R/O
 Manufacturer's standard warranty: Parts: 3 Years
 Labor: 1 Year

CONTRACTOR, LOT II, ITEM NO. 6: WASCOMAT

7.	50 POUND GAS DRYER Single phase 110-120 volts Three phase 208-240 volts	\$1,576	WASCOMAT TD50GAS
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Colors available at no additional cost: WHITE
 Guaranteed Delivery: 30 Days A/R/O
 Manufacturer's standard warranty: Parts: 3Years
 Labor: 1 Year

CONTRACTOR, LOT II, ITEM NO. 7: WASCOMAT

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.

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ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

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.

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 and certain 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) under "Non-State Agency Legal References." 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:

This award 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 for each (single) destination shall be one machine.

DELIVERY:

Delivery of product to be completed within 30 calendar days or less after receipt of order and guaranteed delivery may be considered in making award.

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.

CONTRACT PERIOD AND RENEWAL:

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

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

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, this contract 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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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.

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.

PARTS LIST AND SERVICE MANUALS:

Contractor shall furnish, without charge, two sets of instruction books, parts lists and service manuals with each unit delivered. The manual(s) shall contain piping and wiring diagrams in addition to operation and maintenance information and parts lists.

REPORT OF CONTRACT PURCHASES:

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

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

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

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

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) 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 product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are:

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

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office 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.

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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
• Time liness 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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