

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 11625 - HOSPITAL & WARD EQUIPMENT - PATIENT BATHING UNITS, TRANSFER CHAIRS & RELATED ITEMS (Surehands Lift & Care Systems) Statewide
		Classification Code: 42
Award Number	:	<u>PGB-01441</u>
Contract Period	:	September 1, 2001 through August 31, 2010
Bid Opening Date	:	June 20, 2001
Date of Issue	:	September 12, 2001 (Revised December 29, 2009)
Specification Reference:		As Incorporated Herein

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Mary P.Schneider Title : Purchasing Officer I Phone : 518-474-0912 Fax : 518-474-5052 E-mail : mary.schneider@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

Description

<u>Surehands Lift & Care Systems</u> Product Line as presented in the contractors Federal Supply Service VA contract V797P-4058a.
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PR # 01441

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC58181 SB	T.F. HERCEG, INC. DBA: SUREHANDS LIFT & CARE SYSTEMS 982 Route 1 Pine Island, NY 10969	800-724-5305, Ext. 15 845-258-6500, Ext. 15 Thomas Herceg Fax: 845-258-6634 Email: thomash@surehands.com Company Website: www.surehands.com	132874366

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

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

NOTE TO AGENCY:

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

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the 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.

PATIENT EQUIPMENT FOR HOSPITALS:

Including but not limited to:

- Lifts (including wheelchair to water)
- Slings
- Changing Tables
- Scales
- Accessories – Frictionless Slides & Safe Patient Handling Accessories
- Shower Bathing Trolley

T.F. HERCEG, INC.

DBA: SUREHANDS LIFT & CARE SYSTEMS

Product Line as presented in:

Federal Supply Service Department of Veterans Affairs Contract Number **V797P-4058a**

Pricing:

10% (ten percent) from commercial price list. Price List date January 1, 2009.

MINIMUM ORDER:

\$30.00

GUARANTEED DELIVERY:

30 Days A/R/O

(continued)

Contractors normal business hours: Mon-Fri, 9am - 5pm

Person to contact for expediting New York State contract orders:

Normal Business Hours

800-724-5305
845-258-6500, Ext.23
Debra Sardella
Fax: 845-258-6634
Email: dsardella@surehands.com

Emergency after business hours or on Weekends/Holidays

None

Contractor will honor orders for less than minimum order with shipping costs prepaid by the contractor from the contractor's address on an F.O.B. destination basis, to be added to the invoice with a copy of the freight bill.

CONTRACT PERIOD AND RENEWAL

The Base Contract term shall be as indicated on the Award. Any new product, term, or price changes to the Master Contract shall be submitted by the Contractor to the Office of General Services, Procurement Services Group for approval and shall be effective to Base Contract upon the date of issuance of a written notification to New York State contract users. If changes are not approved by OGS, either the vendor or OGS may terminate the Base Contract upon 30 days notice. OGS further reserves the right to terminate this Base Contract either upon cause or in the event that any material modification to the Master Contract is determined not to be in the best interests of the State.

Upon expiration of the Master Contract, Vendor may submit any subsequent contracts entered into for the same or similar products with the same Issuing Entity to the Office of General Services, Procurement Services Group to establish a new contract.

In the event Vendor's Master Contract expires and no new contract is let by the original Issuing Entity, OGS reserves the right, upon written agreement with Vendor, to renew the Base Contract under the same terms and conditions for an additional period of one year.

Should the Master Contract expire and not be extended or renewed prior to the termination of this Piggyback contract including any renewals, price list updates and additions will follow the Price Change Procedure as listed below providing the Master contract was based on uniform discount(s) from nationally published price list(s). In the event the Master Contract was not based on uniform discount(s) from price list(s), updated price lists may be submitted for acceptance providing the item discounts remain unaltered. This evidence must be supplied by the vendor along with the updated price lists.

PRICE CHANGE PROCEDURE (AFTER TERMINATION OF MASTER CONTRACT)

The contract prices may be subject to increase or decrease during the contract period in accordance with changes which may be made by the manufacturer in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount(s) originally accepted for award shall not be decreased during the contract period.

New products will be considered for inclusion provided they are pertinent to the contract and are offered to the State at the same discount, terms and conditions as the Master Contract.

The price revisions, new lists or supplements to an original list shall be submitted to the Office of General Services, Procurement Services Group, to the attention of the Purchasing Officer shown on the front of this document, in triplicate, for approval before ordering agencies will be bound to any such revisions. Price increases or decreases shall become binding five (5) days following written notification to the contractor from the Office of General Services, Procurement Services Group that the price revision(s) as submitted has been accepted.

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CONTRACT PAYMENTS

Contract payments shall not be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, the Base Contract number (New York State's Contract Number) description of product, quantity, unit and price per unit as well as federal identification number. See "Contract Billings" in Appendix B, OGS General Specifications.

PAYMENTS OF INTEREST

See "Interest on Late Payments" in Appendix B, OGS General Specifications. The Federal Prompt Payment Law (or any other law governing payment terms incorporated in the Master Contract) does not apply to this Base Contract regardless of customer.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in this contract. 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) 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.

CATALOGS AND PRICE SHEETS

Upon request, Contractor shall furnish, without charge, copies of Master Contract including modifications thereto and related catalogs and price lists to New York State agencies and other authorized users. Upon request, contractor shall also assist authorized users in the use of such documents.

PURCHASE ORDERS

See "Purchase Orders" in Appendix B, OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor's obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

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 commodities or services, the Commissioner reserves the right to obtain such commodities 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 commodities or services procured from other sources pursuant to this paragraph.

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REPORT OF CONTRACT PURCHASES

Contractor shall furnish report of purchases made from this Base Contract by the fifteenth of the month following the end of each three month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product Description</u> (Size, Stock No., etc.)	<u>Total Quantity Shipped</u> (Specify units: each, dozen, case)	<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 product group number, the Agreement number, Base Contract number, sales period, and contractor's name.

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

OVERLAPPING CONTRACT ITEMS

Products available in the resulting contract may also be available from other State contracts. Agencies 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.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the product(s) included in the Piggyback Agreement 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 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.

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.

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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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