

MASTER AGREEMENT

**RENEWAL - E194 - 461 - 09
(Previous Contract No. E194-461-08)**

Document Id: 461
Print Date: April 28, 2009
Procurement Folder: 15326
Effective Begin Date: 6/1/2009
Minimum Order Amount: \$0.00

Title: 0310501-70
Description: **Air Conditioners**
Procurement Type: IFB
Expiration Date: 5/31/2010
Maximum Order Amount: \$0.00

Preparer Name: Edwin M. Patterson

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Contact Information

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Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)	Attachments (Name - Desc)
3	1	Years	6/1/2010	5/31/2011	90	
4	1	Years	6/1/2011	5/31/2012	125	

Authorized Departments

Line Number	Department	Spending Limit	No Limit	Active	Exclude this Dept.	Ordered Amount	Attachments(Name - Desc)
1	E194	\$0.00	Yes	Yes	No	\$0.00	

Terms and Conditions

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

PRICE ESCALATION/DEESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials. The following Producer's Price index will be used as a guide in determining adjustments: Producers Price Index, PCU3334--3334--and Series Id: PCU3334153334156: AC, refrigeration, and forced air heating Product: Room air conditioners . No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days

thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

DELIVERY SERVICE: Delivery of all requested contract items shall be made within 14 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.

CATALOGS: Upon request, the contractor shall furnish catalogs and price lists for items awarded directly to using agencies.

WARRANTY: All equipment shall be warranted against defective materials, workmanship and performance for a period of at least 12 months from the date of delivery and the compressor unit shall carry a warranty of an additional 4 years. All parts proving defective within the warranty period shall be replaced without charge by the contractor. Transportation and labor for installation of defective parts for the first 12 months shall be the responsibility of the Contractor. Warranty repairs shall be made within 14 calendar days after notification. Repair parts shall be readily available for at least 10 years following acceptance of the unit. A copy of your warranty should be attached to the bid.

CHANGES TO THE CONTRACT: (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

TAXES

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State

sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a.) eVA Basic Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b.) eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
- d.) For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1% capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

Vendor

Legal Name: FRIEDRICH AIR CONDITIONING CO
Address: P. O. Box 1540
San Antonio, TX 78295-1540

Contact Name: Norma Williams
Contact Phone: 877-599-5665

Email: www.friedrich.com

MA Number: E194 - 461

Vendor Type: Primary

Lines

Line: 1

Line Type: Item

NIGP Code: 03105

Description: " WRAP AROUND, WINDOW, 120 VAC, 60 Hz. SINGLE PHASE AIR CONDITIONER UNITS. "5,500 MINIMUM BTU/HOUR MFG.: Friedrich Model, XQ05L10A EER RATING 11.0.

Unit: each

Unit Price: \$344.00

Delivery Type: Per Specifications

Free On Board Name: FOB Destination-Freight Prepaid

Line: 2

Line Type: Item
NIGP Code: 03105

Description: WRAP AROUND, WINDOW, 120 VAC, 60 Hz. SINGLE PHASE AIR CONDITIONER UNITS. 8000 MINIMUM BTU/HOUR MFG.: Friedrich Model XQ08L10A, EER: 10.8.

Unit: each
Unit Price: \$369.00

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 3

Line Type: Item
NIGP Code: 03105

Description: WRAP AROUND, WINDOW, 120 VAC, 60 Hz. SINGLE PHASE AIR CONDITIONER UNITS. "8,000 MINIMUM BTU/HOUR MFG.: FRIEDRICH , Model No.:XQ08L10A, EER: 10.8.

Unit: each
Unit Price: \$369.00

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 4

Line Type: Item
NIGP Code: 03105

Description: " WRAP AROUND, WINDOW, 120 VAC, 60 Hz. SINGLE PHASE AIR CONDITIONER UNITS. 10,000 MINIMUM BTU/HOUR Model No.:FRIEDRICH , SS10L10 EER: 12.0.

Unit: each
Unit Price: \$495.00

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Unit: each

Delivery Type: Per Specifications

Line: 5

Line Type: Item
NIGP Code: 03105

Description: SLIDE OUT CHASSIS, FOR THROUGH WALL MOUNTING, 120 VAC, 60 Hz., SINGLE PHASE. "11,800 MINIMUM BTU/HOUR Model No.:FRIEDRICH, SS12L10, EER: 11.8.

Unit: each
Unit Price: \$500.00

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 6

Line Type: Item
NIGP Code: 03105

Description: SLIDE OUT CHASSIS, FOR THROUGH WALL MOUNTING, 208/230 VAC, 60 Hz., SINGLE PHASE. 12,100 MINIMUM BTU/HOUR Model No.FRIEDRICH, SS12L30, EER: 11.5.

Unit: each
Unit Price: \$505.00

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 7

Line Type: Item
NIGP Code: 03105

Description: SLIDE OUT CHASSIS, FOR THROUGH WALL MOUNTING, 208/230 VAC, 60 Hz., SINGLE PHASE. "17,500 MINIMUM BTU/HOUR Model No.:FRIEDRICH, SM18L30A EER: 10.8.

Unit: each
Unit Price: \$603.00

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 8

Line Type: Item
NIGP Code: 03105

Description: " SLIDE OUT CHASSIS, FOR THROUGH WALL MOUNTING, 208/230 VAC, 60 Hz., SINGLE PHASE. " "17,500 MINIMUM BTU/HOUR Model No.:FRIEDRICH, SM18L30A, EER: 10.8.

Unit: each
Unit Price: \$603.00

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 9

Line Type: Item
NIGP Code: 03105

Description: SLIDE OUT CHASSIS, FOR THROUGH WALL MOUNTING, 208/230 VAC, 60 Hz., SINGLE PHASE. 20,600 MINIMUM BTU/HOUR Model No.FRIEDRICH: SM21L30, EER: 9.9.

Unit: each
Unit Price: \$618.00000

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 10

Line Type: Item
NIGP Code: 03105

Description: SLIDE OUT CHASSIS, FOR THROUGH WALL MOUNTING, 208/230 VAC, 60 Hz., SINGLE PHASE. "23,500 MINIMUM BTU/HOUR Model No.:SM24L30 EER: 9.5.

Unit: each
Unit Price: \$651.00000

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 11

Line Type: Item
NIGP Code: 03105

Description: SLIDE OUT CHASSIS, FOR THROUGH WALL MOUNTING, 208/230 VAC, 60 Hz., SINGLE PHASE. "28,000 MINIMUM BTU/HOUR Model No.: FRIEDRICH, SL28L30 EER: 9.5.

Unit: each
Unit Price: \$845.00000

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid

Line: 12

Line Type: Item
NIGP Code: 03105

Description: SLIDE OUT CHASSIS, FOR THROUGH WALL MOUNTING, 208/230 VAC, 60 Hz., SINGLE PHASE. "36,000 MINIMUM BTU/HOUR Model No.: FRIEDRICH, SL36L30A, EER: 8.5.

Unit: each
Unit Price: \$995.00000

Delivery Type: Per Specifications
Free On Board Name: FOB Destination-Freight Prepaid