

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF PURCHASES AND SUPPLY  
P.O. BOX 1199  
RICHMOND, VIRGINIA 23218-1199

**CONTRACT RENEWAL**  
**(Changes Appear in Red)**

1. DATE ..... August 30, 2011
2. COMMODITY NAME ..... Drinking Water Dispensers
3. CONTRACT NUMBER ..... E194-591
4. SUPERSEDES ..... PF30896-10
5. CONTRACT PERIOD ..... **September 1, 2011 through August 31, 2012**
6. AUTHORIZED USERS ..... State Agencies and Other Public Bodies
7. CONTRACTORS (2)..... Noland Company
8. TERMS ..... Net 30
9. DELIVERY ..... See Below
10. F.O.B..... FOB Destination, Freight Prepaid
11. MINIMUM ORDER ..... N/A
12. FOR FURTHER CONTRACT INFORMATION CONTACT:      Betsy Bratton, CPPB, VCO  
Statewide Contract Officer  
Phone: (804) 786- 3854  
Fax: (804) 786-5413  
Email: betsy.bratton@dgs.state.va.us
13. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

By:   
Betsy Bratton, Statewide Contract Officer

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## ORDERING INSTRUCTIONS

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**IMPORTANT! The applicable contract number and part number must be shown on each purchase order** and copy, each facsimile transmission or given verbally when telephonic orders are placed.

1. Purchase orders: Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.
2. Complaints: Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply.
3. Transportation and Packaging: Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
4. Inspection and Invoices: Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
5. Renewal. Two (2) one year renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately 90 days in advance of the expiration date of the current term.
6. Price Increases: IMPORTANT! All price increases must be approved in advance by the DPS contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
7. Warranty: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the

same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

**Renewal Periods**

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)	Attachments(Name - Desc)
1	4	Years	9/1/2009	8/31/2010	90	
2	4	Years	9/1/2010	8/31/2011	90	
3	4	Years	9/1/2011	8/31/2012	90	
4	1	Years	9/1/2012	8/31/2013	120	

**Authorized Departments**

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

**Vendor Information**

Legal Name: NOLAND COMPANY	Contact Name: Mary Martin
Location Legal Name: NOLAND COMPANY	Contact Email: mwmartin@noland.com
Contact Phone: 804-254-8100 x300	Vendor Type: Primary

**Line: 1**

NIGP Code: 22530

**Description:** Drinking water dispenser, bubbler type, wall mount, style B, class 1, five gal., size 5, with min 4.5 gal/hr draw off, Compressor HP 1/8, 115V60Hz, single phase

Manufacturer: **Elkay**

Manufacturer Item Number: [HEW3LIZ](#) (Product spec for this item is at the end of this

[document.\)](#)

Unit Price: **\$309.66**

Unit: **each**

Estimated Delivery Days: 10 Days

**Line: 2**

NIGP Code: 22530

**Description:** Glass Filler for Item 1

**Manufacturer:** **Elkay**

**Manufacturer Item Number:** **LK1110** ([Product spec for this item is at the end of this document.\)](#))

Unit Price: **\$33.64**

Unit: **each**

Estimated Delivery Days: 10 Days

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**SPECIAL TERMS AND CONDITIONS**

**PRICE ESCALATION (1 of 2)**

PRICE ESCALATION/DE-ESCALATION (part 1 of 2): Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: PPI, Producers Price Index. No price increases will be authorized for 180 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. (continued in part 2)

**PRICE ESCALATION (2 of 2)**

PRICE ESCALATION/DE-ESCALATION (part 2 of 2): 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.

**QUANTITIES**

QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall

supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

### **RENEWAL OF CONTRACT**

**RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for (Four) 4 successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated every 180 Days. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the: PPI, Producers Price Index, category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

### **WARRANTY**

**WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

### **NEW SPECIAL TERM AND CONDITION (SEE CONTRACT CHANGE #1)**

**PURCHASE VOLUME REPORT:** The Contractor shall furnish the Division of Purchases and Supply annual reports of the total dollar volume of purchases made under this contract approximately 90 days prior to the contract expiration. The Purchase Volume Reports should contain, at a minimum, the ordering agency, the purchase order number, the contract line item number, the part number, the quantity sold, the unit price, and the total dollar sold.

**No Lead Wall Mount Compact  
Slant Front Water Cooler  
Models **HEW3** and HEWD**

NOLAND ITEM 1

HEW3LIZ



**SPECIFICATIONS**

**GENERAL**

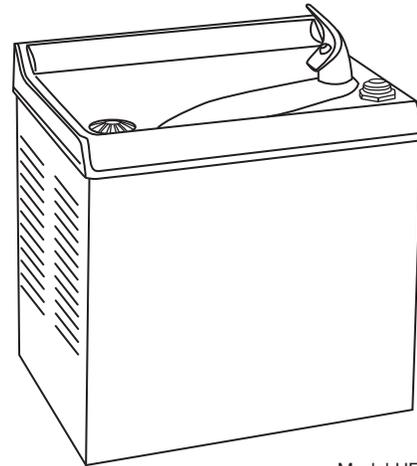
Self-contained, wall hung electric refrigerated water cooler. Capacity of 50°F drinking water, based upon 80°F inlet water and 90°F ambient.

Non-pressurized tank system is standard. Non-pressurized water tank is located after bubbler valve, so that tank is subject to line pressure only when valve button is pressed.

**NO LEAD DESIGN**

**THIS WATER COOLER COMPLIES WITH THE LEAD-FREE DEFINITION IN THE SAFE DRINKING WATER ACT OF 1986 AND LEAD CONTAMINATION CONTROL ACT OF 1988.**

Elkay Water Coolers are manufactured with a waterway system utilizing copper components and completely lead-free material. These waterways have no lead because all lead materials, such as leaded brass, have been removed. All joints are brazed using silver solder only. No lead solder is permitted. A strainer with an easily cleanable screen is provided to allow trapping and convenient removal of water born particulate of 140 microns and larger prior to their entry into the water cooler.



Model HEW3

These water coolers are certified to **ANSI/NSF61**.

**CAPACITIES CHART**

Model Number	Base Rate	*GPH of 50°F Drinking Water			Rated Watts	Full Load Amps	Glass Filler Option	Ship. Wt. Lbs.
		Room Temperature °F						
		70°F	80°F	90°F				
HEW3	3.0	3.6	3.2	3.0	200	3.0	No	42
HEWD	N/A	---	---	---	---	---	No	26

Note-Model HEWD does not include a cooling system.

\*Based on 80°F inlet water temperature. Rated watts shown are based on operational (run) time, in accordance with A.R.I. Standard 1010 conditions. Specific applications will determine the actual watts consumed per hour. Watts consumed will be based on number of people served per hour (usage), ambient temperatures, and inlet water temperature.

**COOLING SYSTEM**

**Motor Compressor:** Hermetically sealed reciprocating type, 115V, 60 Hertz single phase. Sealed-in lifetime oil supply. Equipped with electric cord and three prong molded rubber plug.

**Condenser:** Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.

**Cooling Unit:** Combination tube-tank type. Tube portion is continuous coil of copper tubing. Fully insulated with EPS foam which meets Underwriters Laboratories Inc. requirements for self-extinguishing material.

**Refrigerant Control:** Refrigerant HFC-134a is controlled by accurately calibrated capillary tube for positively trouble free operation.

**Temperature Control:** Enclosed adjustable thermostat is factory pre-set. Requires no adjustment other than for altitude requirements. Easily accessible.

**CONSTRUCTION**

**Cooler Top:** One piece stainless steel basin, smoothly contoured and deep, polished to a uniform Elkay bright luster finish. Snap-out strainer for ease of cleaning vertical drain, without removing cooler top.

**Cabinet:** Cabinet is one piece wrap around. Removable for access to interior through front and sides.

**Color:** Light gray vinyl is standard. Also available in Almond and Sandalwood vinyl. Stainless Steel available at extra cost.

**Exclusive Flexi-Guard® Safety Bubbler\*\*:** Innovative design utilizes a pliable polyester elastomer to prevent accidental mouth injuries. Flexes on impact and then returns to original position. Strong. Abrasion-resistant. Anti-sweat. Meets UL requirements, and all sanitary codes. Keyed in location to prevent rotation. Patented\*\* valve and in-line flow regulator provides constant stream from 20 to 105 psi.

**5 YEAR LIMITED WARRANTY** on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. Sample Certificate available on request.

Elkay Electric Air Cooled Water Coolers are listed by Underwriters Laboratories Inc., approved by C.S.A., rated in accordance with A.R.I. Standard 1010 and meet all known federal and state plumbing codes.

**STANDARDS**

 Elkay Electric Air Cooled Water Coolers are listed by Underwriters Laboratories Inc. and comply with both Canadian and U.S. requirements.

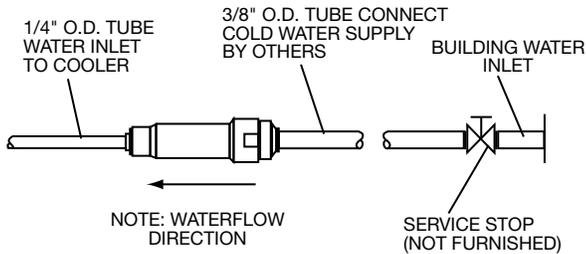
Unit complies with A.R.I. Standard 1010.

\*\*Patent #4,481,971

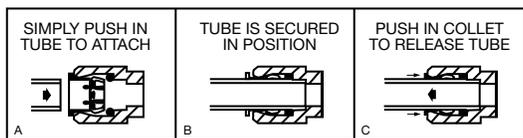
*This specification describes an Elkay product with design, quality and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.*

*In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice.*

**ROUGH-IN DIMENSIONS**



**OPERATION OF QUICK CONNECT FITTINGS**



PUSHING TUBE IN BEFORE PULLING IT OUT HELPS TO RELEASE TUBE

**IMPORTANT!  
INSTALLER PLEASE NOTE:**

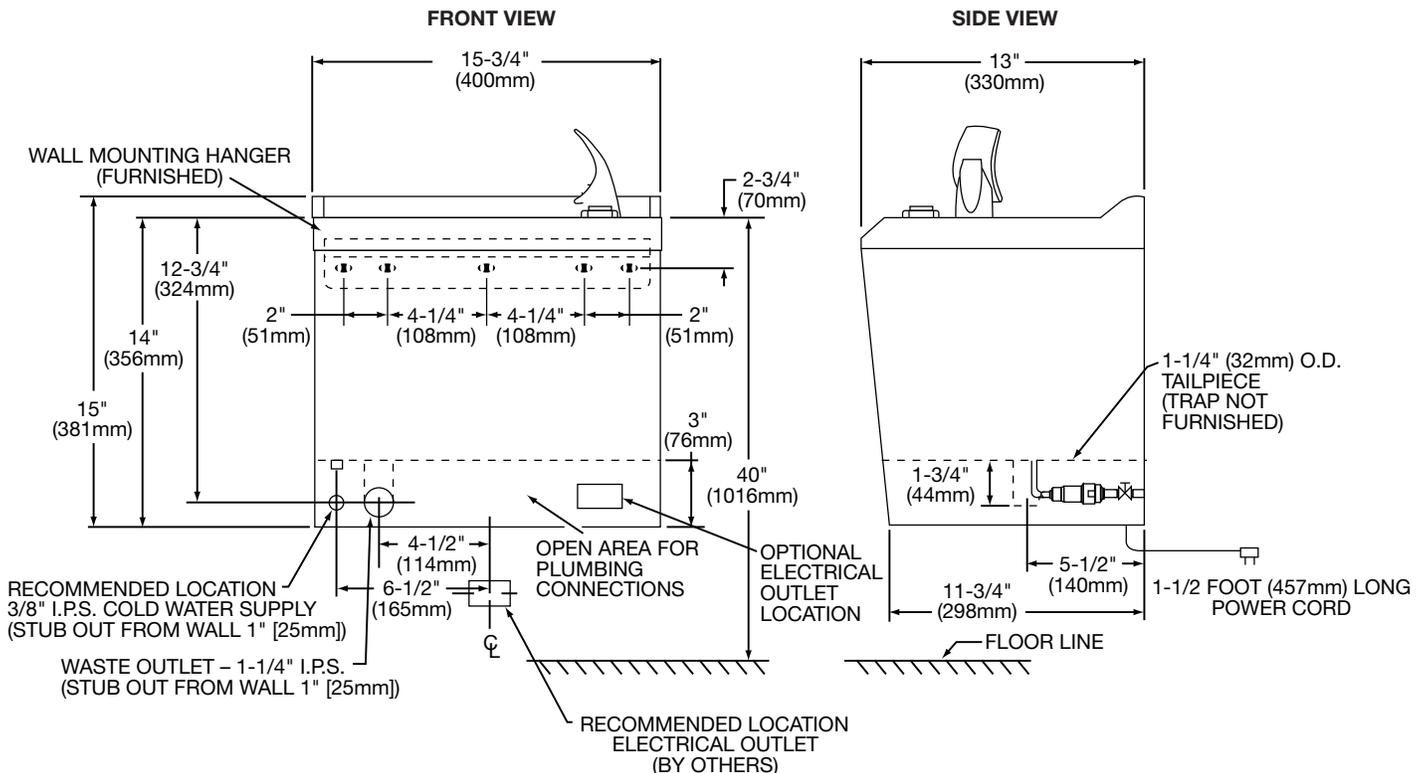
This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways.

The grounding of electrical equipment such as telephone, computers, etc., to water lines is a common procedure. This grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

**NOTICE**

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement.

The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.



**Roughing-In Dimensions**

Installation – A steel mounting hanger provides rigid support of the cooler on the wall. Install at normal bubbler height of approximately 40" (1016mm), or at a lower height for children. If recessed in an alcove, allow full opening beneath cooler, and at least 4" (102mm) or more on each side for air circulation.

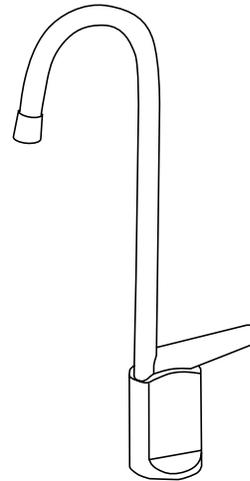
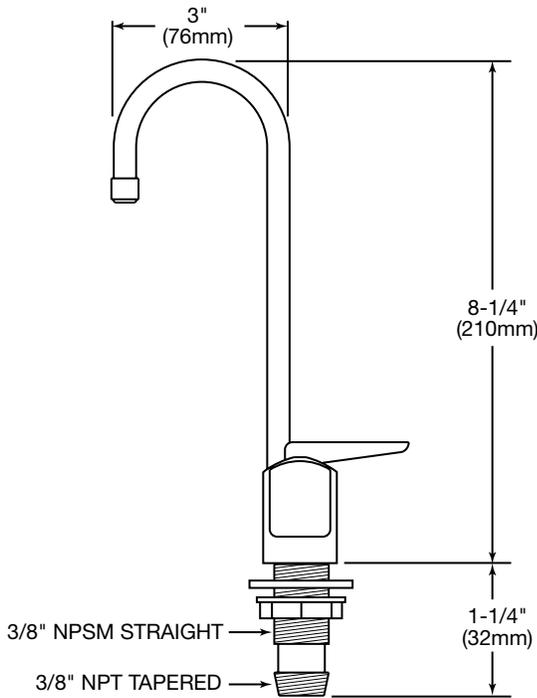
# ELKAY® SPECIFICATIONS

## Push Lever Glass Filler Model LK1110

### GENERAL

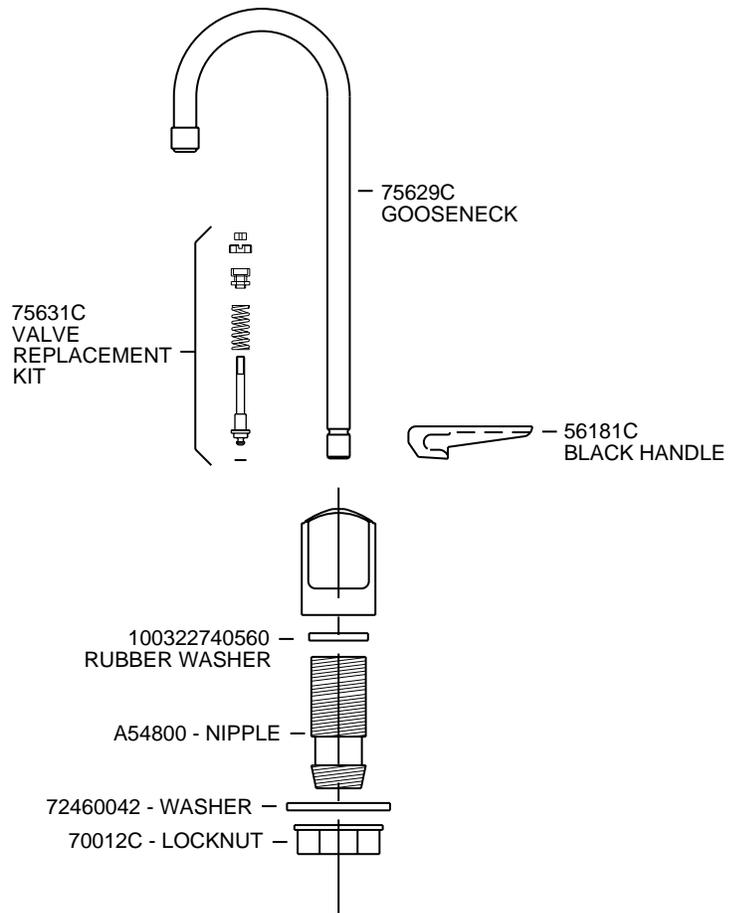
K1110 stainless steel single water gooseneck glass filler, manufactured with 100% lead-free material, plastic push lever control, 8-1/4" (210mm) high overall, 3/8" NPT connection. Ship. Wt. 1 lb.

### DIMENSIONS



Model LK1110

### PARTS LIST



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