

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

<b>Title</b>	<b>:</b>	<b>Group 40570 - TRUCKS (Light Duty Class 3 and 4) Cab-Chassis Type w/Various Bodies, Snowplows &amp; Associated Options/ Accessories (Statewide)</b>
		<b>Classification Code: 22 &amp; 25</b>
<b>Award Number</b>	<b>:</b>	<b><a href="#">20774</a> (Replaces Award 01320)</b>
<b>Contract Period</b>	<b>:</b>	<b>September 26, 2007 to March 31, 2009</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>July 3, 2007</b>
<b>Date of Issue</b>	<b>:</b>	<b>September 26, 2007</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Peter W. Green Title : Purchasing Officer Phone : 518-474-8020 Fax : 518-474-8676 E-mail : <a href="mailto:peter.green@ogs.state.ny.us">peter.green@ogs.state.ny.us</a>	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : <a href="mailto:customer.services@ogs.state.ny.us">customer.services@ogs.state.ny.us</a>

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

### Description

This statewide award provides light duty cab-chassis truck(s) and installed optional body(ies) and accessories for use in plowing, salting, and sanding highways, supporting paving operations, stockpiling materials and all general road construction and maintenance.

PR #20774

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63527 SB	FAIRPORT FORD, LLC 71 Marsh Rd. E. Rochester, NY 14445	585/389-0109 Mr. Joe Marchese Fax: 585/389-0184 E-mail: j-marchese@fairportford.com Web: www.fairportford.com	161608249
PC63528	JOE BASIL CHEVROLET, INC. 5111 Transit Road Depew, NY 14043	716/683-6800, Ext: 2246 Mr. Michael J. Tribuzzi Fax: 716/685-1746 E-mail: mjtribuzzi@yahoo.com Web: www.joebasilchevrolet.com	161068991
PC63529 SB	ROBERT GREEN CHEVROLET- OLDSMOBILE 236 Bridgeville Road PO Box 8002 Rockhill, NY 12775	800/598-8782, Ext. 707 845/794-6161, Ext. 707 Mr. Robert Green Fax: 845/794-0295 E-mail: rsgreen_rgtruck@hotmail.com Web: www.robert-green.com	141504690
PC63530 SB	ROBERT GREEN CHEVROLET- OLDSMOBILE d/b/a ROBERT GREEN CHYRSLER - DODGE - JEEP 236 Bridgeville Road PO Box 8002 Rockhill, NY 12775	800/598-8782, Ext. 707 845/794-6161, Ext. 707 Mr. Robert Green Fax: 845/794-0295 E-mail: rsgreen_rgtruck@hotmail.com Web: www.robert-green.com	141504690

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.

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## 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 at the end of this document. 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,
- 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).

## SCOPE (AWARD SYNOPSIS):

The contract(s) awarded are all "Class 3" and "Class 4" cab-chassis truck(s) with the GVWR as noted within each class category. Vehicles may include installed optional bodies, plows, and associated accessories for use in all general road construction and maintenance programs including, but not limited to, plowing, salting, sanding highways, supporting paving operations, stockpiling materials, etc.

All equipment and components and combinations thereof as offered shall be compatible and approved for the intended application by the chassis and equipment manufacturers.

The award covers the outright purchase of new, current model year vehicles. Under no circumstances may "Demos" or "used" vehicles be sold under contract without prior approval of the Office of General Services, Procurement Services Group. All vehicles delivered under contract must be in compliance with the contractor's agreement(s) with the manufacturers for bid assistance.

## PRICE:

**General** - Final net contract price for each vehicle CLASS 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 vehicle preparation and NYS Motor Vehicle Inspection. Final net contract price includes any and all costs associated with providing and delivering the vehicles and accessories such as those noted below.

- Delivery from factory/manufacturer to dealer/distributor destination.
- Installation
- Labor
- Emissions
- Surcharges
- Mounting(s)
- Connection(s), etc.
- Administrative Costs, Overhead, Profit, etc.

**Discounts/percentages include all installation charges, surcharges, miscellaneous charges, etc.**

**Discounts/percentages also include the "Factory/Manufacturer to Dealer Destination Charges."**

**Price Changes** - Contract prices shall be subject to increase or decrease during the contract period in accordance with changes which may be made by the manufacturer in their nationally published price sheet/MSRP. Contractor is to provide changes to PSG in a timely manner during the contract at least 15 calendar days prior to the date on which price changes may take effect.

Request for price changes at any other time will not be granted unless an "Unworkable Price Structure" situation develops (please see "Unworkable Price Structure" section on following page).

(continued)

PRICE: (Cont'd)

**Government Mandated Program Price Adjustment** - An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished to the State and the State determines the requested price change is verifiable and is reasonable. Such a price adjustment may be permitted for only a limited time.

**DAS (Delivery Allowance Schedule)** - All contracts are statewide, regardless of where the contractor is located. Contractors are required to deliver vehicles anywhere within New York State boundaries. Each contractor will be reimbursed for this delivery only as shown by the following Delivery Allowance Schedule (DAS). The DAS indicates the maximum dollar amount that will be paid for delivery from the Contractor's point of business (address in award) or Contractor's authorized dealer (if utilizing dealers) location that is nearest to the ordering entities desired delivery location.

For Out of State Contractors, the Office of General Services, Procurement Services Group will determine which region is closest to the location of the contractor, unless the contractor indicates differently.

Only delivery charges, as noted in DAS below, will be added to the invoice when the vehicle is delivered in accordance with DAS.

The DAS will be used per the following example; i.e. - if the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$235. **This charge should be added to the invoice.** Each contractor will only be concerned with their particular region; i.e. - if the contractor point of business is in Region 1, the only row that will be utilized is the first one. The DAS schedule is as follows:

**DAS - DELIVERY ALLOWANCE SCHEDULE**

Delivery to Region						
Region	1	2	3	4	5	6
1	\$165	\$235	\$390	\$455	\$535	\$700
2	\$235	\$165	\$235	\$235	\$300	\$535
3	\$390	\$235	\$165	\$235	\$235	\$535
4	\$455	\$235	\$235	\$165	\$455	\$680
5	\$535	\$300	\$235	\$455	\$165	\$270
6	\$700	\$535	\$535	\$680	\$270	\$165

**Region 1**

Allegany  
Cattaraugus  
Chautauqua  
Chemung  
Erie  
Genesee  
Livingston  
Monroe  
Niagara  
Ontario  
Orleans  
Schuyler  
Seneca  
Steuben  
Wayne  
Wyoming  
Yates

**Region 2**

Broome  
Cayuga  
Chenango  
Cortland  
Delaware  
Herkimer  
Jefferson  
Lewis  
Madison  
Oneida  
Onondaga  
Oswego  
Otsego  
Tioga  
Tompkins

**Region 3**

Albany  
Columbia  
Fulton  
Greene  
Hamilton  
Montgomery  
Rensselaer  
Saratoga  
Schenectady  
Schoharie  
Warren  
Washington

**Region 4**

Clinton  
Essex  
Franklin  
St. Lawrence

**Region 5**

Dutchess  
Orange  
Putnam  
Rockland  
Sullivan  
Ulster  
Westchester

**Region 6**

Bronx  
Kings  
Nassau  
New York  
Queens  
Richmond  
Suffolk

(continued)

PRICE: (Cont'd)

**DAS (Delivery Allowance Schedule):** (Cont'd)

Each February 1, beginning with **February 1, 2008**, the DAS chart shall be updated in accordance with changes in the CPI (Series Id: CUUR0100SA0, CUUS0100SA0; Not Seasonally Adjusted; Area: Northeast urban; Item: All items) by comparing the value for December of the year involved to the value for December 2006. For example, if the value for December 2007 was 220.4 and the value for December 2006 was 206.2, the DAS would increase by 6.89% (e.g.,  $220.4/206.2 = 1.0688965 = 6.89\%$  rounded increase) effective February 1, 2008. Values in chart will be rounded to nearest five dollar amount (e.g., \$160 would increase to \$170; \$230 would increase to \$245; etc.).

**Lower Pricing** - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is in the State's best interest as determined by the Commissioner, in the event of a significant decrease in market price of any product listed.

**Unworkable Price Structure** - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner, and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate any contract resulting from this bid opening. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State of that fact in order that the state may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

**AWARD SUMMARY**

(Details On Specific Products, Etc., Are Listed On The Succeeding Pages)

<b><u>CLASS</u></b>	<b><u>CONTRACTOR And (Subcontractor)</u></b>	<b><u>CAB-CHASSIS MANUFACTURER</u></b>	<b><u>PAGE</u></b>
3	FAIRPORT FORD	FORD F-350 SERIES	6
3	ROBERT GREEN CHRYSLER - DODGE - JEEP	DODGE RAM 3500 SERIES	7
3	ROBERT GREEN CHEVROLET - OLDSMOBILE	CHEVROLET 3500 HD SERIES	8
4	AWARD PENDING	FORD F-450 SERIES	9
4	JOE BASIL CHEVROLET, INC.	CHEVROLET 4500 SERIES	9
4	ROBERT GREEN CHRYSLER - DODGE - JEEP	DODGE RAM 4500 SERIES	10

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**CLASS 3 TRUCKS:**

Base Cab-Chassis: 10,001 - 14,000 lbs. GVWR

**CONTRACTOR:** FAIRPORT FORD, LLC.

PRODUCT LINE: FORD F-350 CHASSIS-CAB SERIES

**CAB-CHASSIS MODELS AVAILABLE UNDER THIS CONTRACT**

F34, X34, W34, F35, X35, W35, F36, X36, W36, F37, X37, W37

CAB-CHASSIS PRICE LIST: FORD PL 815

DATE OF PRICE LIST: 5/7/07

DISCOUNT TO BE DEDUCTED FROM Discount (Multiplier)

CAB-CHASSIS MFR. PRICE LIST: 45.17% (.5483)

**CAB-CHASSIS MFR'S ASSOCIATED OPTIONS, EQUIPMENT, ACCESSORIES, ETC.**

CHASSIS MFR'S PRICE LIST: FORD PL 815

DATE OF PRICE LIST: 5/7/07

DISCOUNT TO BE DEDUCTED Discount (Multiplier)

FROM PRICE LIST: 7.00% (.9300)

**BODIES (VARIOUS TYPES), PLOWS and RELATED ACCESSORIES:**

UPFITTER'S PRICE LIST: MARIETTA DIESEL

DATE OF PRICE LIST: 6/27/07

UPFITTER'S PRICE LIST: STS TRUCK AND TRAILER EQUIPMENT

DATE OF PRICE LIST: 6/28/07

UPFITTER'S PRICE LIST: TENCO USA, OGS Class 3 & 4 Price Book

DATE OF PRICE LIST: 7/3/07

UPFITTER'S PRICE LIST: VIKING-CIVES LIGHT DUTY OGS PRICELIST

DATE OF PRICE LIST: 8/1/07

DISCOUNT TO BE DEDUCTED Discount (Multiplier)

FROM PRICE LIST: 31.00% (.6900)

**DELIVERY:** 180 Days A/R/O

**CLASS 3 TRUCKS CONTINUE ON NEXT PAGE**

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**CLASS 3 TRUCKS CONTINUED:**

Base Cab-Chassis: 10,001 - 14,000 lbs. GVWR

**CONTRACTOR:** ROBERT GREEN CHRYSLER – DODGE - JEEP  
PRODUCT LINE: DODGE RAM 3500 CHASSIS-CAB SERIES

**CAB-CHASSIS MODELS AVAILABLE UNDER THIS CONTRACT**

DC3L63, DC3L64, DC3L43, DC8L63, DC8L64, DC8L43

CAB-CHASSIS PRICE LIST: DODGE 3500 SERIES PRICELIST  
DATE OF PRICE LIST: 6/20/07  
DISCOUNT TO BE DEDUCTED FROM Discount (Multiplier)  
CAB-CHASSIS MFR. PRICE LIST: 34.5898% (.6541)

**CAB-CHASSIS MFR’S ASSOCIATED OPTIONS, EQUIPMENT, ACCESSORIES, ETC.**

CHASSIS MFR’S PRICE LIST: DODGE 3500 SERIES PRICELIST  
DATE OF PRICE LIST: 6/20/07  
  
DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
FROM PRICE LIST: 12.5% (.875)

**BODIES (VARIOUS TYPES) and RELATED ACCESSORIES:**

UPFITTER’S PRICE LIST: ROBERT GREEN TRUCK DIVISION  
DATE OF PRICE LIST: 7/1/07  
DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
FROM PRICE LIST: 50.00% (.50)

**PLOWS and RELATED ACCESSORIES:**

UPFITTER’S PRICE LIST: ROBERT GREEN TRUCK DIVISION  
DATE OF PRICE LIST: 7/1/07  
DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
FROM PRICE LIST: 40.00% (.60)

**DELIVERY:** 210 Days A/R/O

**CLASS 3 TRUCKS CONTINUE ON NEXT PAGE**

**CLASS 3 TRUCKS CONTINUED:**

Base Cab-Chassis: 10,001 - 14,000 lbs. GVWR

**CONTRACTOR:** ROBERT GREEN CHEVROLET – OLDSMOBILE, INC.  
 PRODUCT LINE: CHEVROLET 3500 HD CHASSIS-CAB SERIES

**CAB-CHASSIS MODELS AVAILABLE UNDER THIS CONTRACT**

CC31003, CC31403, CC31053, CK31003, CK31403, CK31053

CAB-CHASSIS PRICE LIST: 2008 CHEVROLET 3500 HD SERIES PRICELIST  
 DATE OF PRICE LIST: 6/29/07  
 DISCOUNT TO BE DEDUCTED FROM Discount (Multiplier)  
 CAB-CHASSIS MFR. PRICE LIST: 28.8248% (.711752)

**CAB-CHASSIS MFR'S ASSOCIATED OPTIONS, EQUIPMENT, ACCESSORIES, ETC.**

CHASSIS MFR'S PRICE LIST: 2008 CHEVROLET 3500 HD SERIES PRICELIST  
 DATE OF PRICE LIST: 6/29/07  
 DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
 FROM PRICE LIST: 15.0% (.85)

**BODIES (VARIOUS TYPES) and RELATED ACCESSORIES:**

UPFITTER'S PRICE LIST: ROBERT GREEN TRUCK DIVISION  
 DATE OF PRICE LIST: 7/1/07  
 DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
 FROM PRICE LIST: 50.00% (.50)

**PLOWS and RELATED ACCESSORIES:**

UPFITTER'S PRICE LIST: ROBERT GREEN TRUCK DIVISION  
 DATE OF PRICE LIST: 7/1/07  
 DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
 FROM PRICE LIST: 40.00% (.60)

**DELIVERY:** 210 Days A/R/O

**CLASS 4 TRUCKS:**

Base Cab-Chassis: 14,001 - 16,000 lbs. GVWR

**PRODUCT LINE: FORD F-450 CHASSIS-CAB SERIES**

**AWARD PENDING**

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**CONTRACTOR: JOE BASIL CHEVROLET, INC.**

PRODUCT LINE: CHEVROLET 4500 CHASSIS-CAB SERIES

**CAB-CHASSIS MODELS AVAILABLE UNDER THIS CONTRACT**

CC4C042, CC4C044, CCE042, CCE044, CC4U042, CCV042

CHASSIS MFR'S PRICE LIST: GM AUTOBOOK VER. 127  
DATE OF PRICE LIST: 6/26/07

DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
FROM PRICE LIST: 29.26% (.7074)

**CAB-CHASSIS MFR'S ASSOCIATED OPTIONS, EQUIPMENT, ACCESSORIES, ETC.**

CHASSIS MFR'S PRICE LIST: GM AUTOBOOK VER. 127  
DATE OF PRICE LIST: 6/26/07

DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
FROM PRICE LIST: 15.0% (.85)

**BODIES (VARIOUS TYPES), PLOWS and RELATED ACCESSORIES:**

BODY UPFITTER'S PRICE LIST: VALLEY FAB AND EQUIPMENT, INC.  
DATE OF PRICE LIST: 6/29/07

BODY UPFITTER'S PRICE LIST: STS TRUCK AND TRAILER EQUIPMENT  
DATE OF PRICE LIST: 6/28/07

DISCOUNT TO BE DEDUCTED Discount (Multiplier)  
FROM PRICE LIST: 31.00% (.69)

**DELIVERY:** 120 Days A/R/O

**CLASS 4 TRUCKS CONTINUE ON NEXT PAGE**

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**CLASS 4 TRUCKS:**

Base Cab-Chassis: 14,001 - 16,000 lbs. GVWR

**CONTRACTOR:** ROBERT GREEN CHRYSLER - DODGE - JEEP  
PRODUCT LINE: DODGE RAM 4500 CHASSIS-CAB SERIES

**CAB-CHASSIS MODELS AVAILABLE UNDER THIS CONTRACT**

DM4L63, DM4L64, DM4L65, DM4L43, DM4L44, DM9L63, DM9L64, DM9L65, DM9L66,  
DM9L43, DM9L44

CAB-CHASSIS PRICE LIST: DODGE 4500 SERIES PRICELIST

DATE OF PRICE LIST: 6/15/07

DISCOUNT TO BE DEDUCTED FROM Discount (Multiplier)

CAB-CHASSIS MFR. PRICE LIST: 20.0%% (.80)

**CAB-CHASSIS MFR'S ASSOCIATED OPTIONS, EQUIPMENT, ACCESSORIES, ETC.**

CHASSIS MFR'S PRICE LIST: DODGE 4500 SERIES PRICELIST

DATE OF PRICE LIST: 6/15/07

DISCOUNT TO BE DEDUCTED Discount (Multiplier)

FROM PRICE LIST: 12.5% (.875)

**BODIES (VARIOUS TYPES) and RELATED ACCESSORIES:**

UPFITTER'S PRICE LIST: ROBERT GREEN TRUCK DIVISION

DATE OF PRICE LIST: 7/1/07

DISCOUNT TO BE DEDUCTED Discount (Multiplier)

FROM PRICE LIST: 50.00% (.50)

**PLOWS and RELATED ACCESSORIES:**

UPFITTER'S PRICE LIST: ROBERT GREEN TRUCK DIVISION

DATE OF PRICE LIST: 7/1/07

DISCOUNT TO BE DEDUCTED Discount (Multiplier)

FROM PRICE LIST: 40.00% (.60)

**DELIVERY:** 210 Days A/R/O

**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.

**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO AGENCY:**

When placing purchase orders against the contract(s) please forward the "Procurement Services Group Copy" of the purchase order to: Senior Mechanical Inspector - OGS Procurement Services Group, 37th Floor Tower Bldg., Empire State Plaza - Albany, NY 12242.

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)).

**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, 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](http://www.ogs.state.ny.us). 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.

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## EXTENSION OF USE:

Any contract 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.

## PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Subsequent to award, catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request, the contractor shall assist authorized users in the use of catalogs and price lists.

## DELIVERY:

**General** - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). Time is of the essence in regards to delivery. Vehicles are required as soon as possible by an agency issuing a purchase order.

**Purchase Order Instructions** - 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.

**Expansion of Delivery Points** - This contract 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.

**Pre-Delivery Inspection** - At the discretion of the Commissioner of General Services, and whether or not so stated in the Invitation for Bids, the contractor may be required to present a vehicle for pre-delivery inspection at such location as may be designated. When so required, the contractor shall make no delivery of it or similar contract units without written approval of the vehicle from the Commissioner of General Services or authorized agent thereof.

**Delivery Condition** - Vehicle must be delivered strictly in accordance with specifications and shall be "Ready for Use", and/or as requested by the purchaser. If vehicle is delivered with deviations or improper servicing, the contractor must arrange to have the necessary work done within five (5) days (exclusive of Saturdays, Sundays, and holidays) after receipt of written notification from the agency and/or the Office of General Services. Otherwise, the purchasing agency may have the corrections made at contractor's expense.

**Delivery Certification** - Contractor shall secure a signed receipt from agency certifying to delivery of vehicle. In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible. A signed delivery certification from an agency shall not relieve the contractor from the necessity to correct latent deficiencies.

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**DELIVERY: (Cont'd)**

**Shipping Dates And Delivery Time -**

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.
- Contractor shall provide ordering agency with anticipated shipping date of completed vehicle with written acknowledgement of order.
- Contractor shall furnish the agency with written acknowledgement of the shipping date at least two weeks prior to shipment.
- If shipment will not be made within the delivery time, the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the vehicle will be shipped. Should the delay not be acceptable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.
- All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

**CONTRACT PERIOD AND RENEWALS:**

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, 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.

**CONTRACT MIGRATION:**

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

**WARRANTIES:**

See "Warranties" in Appendix B, OGS General Specifications.

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

Where accessories are to be supplied, they must be compatible with the rest of the product.

Whenever Extended Warranty Packages are being promoted by the factory at "No Additional Charge", they shall be extended to purchases made via this contract.

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

(continued)

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

Customer	Manufacturer	Model No.	Quantity	Unit Price (Delivered)	Total (Quantity x Unit Price)
Town of ABC	Acme	123	2	\$30,000.00	\$60,000.00
County EFG	Beta	456	1	\$38,000.00	\$38,000.00
State Agency HIJ	Theta	789	4	\$35,000.00	\$140,000.00
NYS DOT	Beta	456	10	\$32,000.00	\$320,000.00
				<b>Grand Total</b>	<b>\$558,000.00</b>

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 Group Number, the Award Number, Contract Number, sales period, and contractor's name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for cancellation of contract and/or disqualification of contractor for future contracts.

**SERVICE:**

Post-delivery service by authorized representatives of the vehicle and equipment manufacturers must be available within New York State. Prior to delivery, each vehicle shall be completely serviced by the contractor or by an authorized dealer of the manufacturer in a modern, properly equipped service shop. Service shall include not less than the following:

- Lubrication,
- Wash,
- Engine tune-up,
- Wheel alignment,
- NY State Inspection,
- Body condition,
- and all other checks and adjustments required for proper complete servicing of a new vehicle.

Particular attention shall be given to door alignment, weather stripping, hardware, paint condition and tagging of cooling system. It shall be the contractor's responsibility to insure at that time that all components and accessories specified have been properly installed.

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the products included in the Invitation For Bids 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 products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products 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.

**PURCHASE ORDERS AND INVOICING:**

**General** - All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges. Also, there should be a specific listing of the value from the "DAS" – Delivery Allowance Schedule, if there is a "DAS".

**Orders Involving Price Lists** - Purchase orders are to include the following information when product is purchased from a price list:

- The name, number and date of the price list.
- Product description.
- Product code/manufacturer number.
- Full List Price/MSRP for each product/option/accessory.
- Discount or price factor as applicable.
- Calculation of net, contract price.
- Specific designation of special price which may be better than the application of the contract discount or price factor.

**Invoices** - Contract users are instructed not to process invoices without needed information. Invoices must be detailed and include **all** of the following:

- Contract Number
- Purchase Order Number
- Item Number
  - Should not be something that is "unique" to dealer or distributor.
  - Should be something that can be tracked by a third party.
  - Preferably a manufacturer's code or identifying number.
- Line item breakdown of all charges:
  - Cost for base model.
  - If options are purchased, they must be listed separately, line by line on the same invoice as the vehicle.
  - Delivery charges (if applicable), only as listed in the Delivery Allowance Schedule (DAS), must also be listed separately. Delivery charges above and beyond that listed in the DAS will **NOT** be permitted.
- Line item breakdown of any deletion:
  - Contractor's cost (invoice amount from contractor's supplier/OEM factory) to be shown.

Failure to comply may result in lengthy payment delays.

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**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

**OVERLAPPING CONTRACT ITEMS:**

Products/services available in the resulting contract may also be available from other New York State contracts. Contract users 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.

**CONFORMANCE TO DATA BOOK SPECIFICATIONS:**

The truck chassis and its associated equipment shall be in accordance with current standard published data book specifications, requirements, recommendations and options of the respective manufacturers in addition to conforming to all Federal and State Regulations.

**DATA PLATE:**

Identification plates listing data specifically applicable to the truck, body, plow, spreader, etc., shall be permanently and inconspicuously installed on the appropriate piece of equipment. Plates shall include at least the model and serial number.

**ANTI-FREEZE PROTECTION:**

Regardless of delivery date, all liquid-cooled engines shall be protected with permanent type anti-freeze.

**STANDARD EQUIPMENT:**

All items of standard equipment which are normally provided by the chassis manufacturer and the body manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book, as being required with that option, shall be furnished.

Bidder certifies that all components (of base item & its options) are available, compatible (including OEM restrictions), and included in its offer for each Item of the solicitation. Certification shall include all vehicle OEM purchase-order codes for each Item of offer. The preferred document would be a print out of the factory specification program but other formats may be acceptable.

After market options (bodies, cranes, liftgate/s, snowplows, winches, etc.) must be identified by make and model.

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**EMISSIONS CONTROLS/REGULATIONS:**

Vehicles and engines shall comply with the regulations of the Federal Government and New York State that govern the control of air pollution from new motor vehicles and new motor vehicle engines in effect on the date of manufacture.

**ADVERTISING:**

Except for inconspicuous identification plates, serial number plates, instruction plates etc., no name, trade mark, decal or other identification, other than that of the manufacturer, shall be applied to the vehicle.

**IDENTIFICATION OF CHASSIS AND EQUIPMENT DEALERS AND INSTALLERS SHALL NOT BE ATTACHED TO THE VEHICLE. SPLASH GUARDS SHALL BE PLAIN (WITHOUT LETTERING). IN ANY INSTANCE OF VIOLATION OF THESE RESTRICTIONS THE COST TO THE STATE FOR REMOVAL OF SUCH ADVERTISING WILL BE DEDUCTED FROM CONTRACTOR'S OUTSTANDING VOUCHER.**

**MOTOR VEHICLE REGULATIONS:**

Each vehicle delivered shall comply with all applicable laws and regulations of the State of New York and the Federal Government in effect on the date of manufacture.

**DMV INSPECTION:**

All vehicles must be delivered with complete NYS Inspections. **In the event that a vehicle is delivered uninspected, \$250.00 will be deducted for each vehicle from the invoice by the agency to cover the cost of the inspection and to compensate for time.**

**RECALLS:**

The contractor must immediately notify the Office of General Services, Procurement Services Group of any recalls pertaining to contract vehicles.

**MANUALS:**

Maintenance, parts and operational manuals plus parts list may be ordered from contractor's price list(s).

**POOR PERFORMANCE:**

Agencies should notify Procurement Services' Customer Services promptly if the resultant contractor fails to meet the service requirements of this contract. Service which does not comply with the specifications or is otherwise unsatisfactory to the agency should also be reported to Customer Services or the Purchasing Officer referenced in the "Contract Award Notification" document.

Office of General Services	Tel: 518/474-6717
Procurement Services Group	Fax: 518/474-2437
Customer Services Coordination	E-mail: customer.services@ogs.state.ny.us
37th Floor Corning Tower	
Empire State Plaza	
Albany, NY 12242	

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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, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

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