

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 40590 – TRUCKS (Heavy Duty Class 8), CHASSIS-CAB TYPE W/DUMP BODIES, SNOW PLOWS &amp; ASSOCIATED OPTIONS/ ACCESSORIES (Statewide)</b>
		<b>Classification Code(s): 22 &amp; 25</b>
<b>Award Number</b>	<b>:</b>	<b><u>20072</u></b> (Replaces Award 18205 )
<b>Contract Period</b>	<b>:</b>	<b>December 22, 2005 to September 30, 2010</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>August 9, 2005</b>
<b>Date of Issue</b>	<b>:</b>	<b>December 22, 2005</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 : Beverly L. Moore Title : Purchasing Officer I Phone : 518-474-3856 Fax : 518-474-8676 E-mail : <a href="mailto:beverly.moore@ogs.state.ny.us">beverly.moore@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 Class 8 heavy duty cab-chassis trucks(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 # 20072

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC62176	INTERNATIONAL TRUCK & ENGINE CORP. 1568 Central Avenue Albany, NY 12205	518-869-4083, Ext. 10 Mr. Ronald Sessler Fax: 518-869-4087 E-mail: ron.sessler@nav-international.com Web: www.internationaldelivers.com	361264810

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.

**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).

**PRICE:**

**General** - Price includes all customs duties and charges and be 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 and shall include any and **all** costs associated with providing and delivering the vehicles and accessories such as:

- Installation
- Labor
- Emissions
- Surcharges
- Mounting(s)
- Connection(s), etc.

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

(continued)

PRICE: (cont'd)

**DAS (Delivery Allowance Schedule)** - All contracts are statewide delivery, regardless of where the bidder 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 on bid) or Contractor's authorized dealer (if utilizing dealers) location that is nearest to the ordering entities desired delivery location.

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 as follows. 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 \$230. 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).

**DAS - DELIVERY ALLOWANCE SCHEDULE**

Delivery to Region							
Region	1	2	3	4	5	6	
Location of Vendor	1	\$160	\$230	\$380	\$440	\$520	\$680
	2	\$230	\$160	\$230	\$230	\$290	\$520
	3	\$380	\$230	\$320	\$230	\$230	\$520
	4	\$440	\$230	\$230	\$320	\$440	\$660
	5	\$520	\$290	\$230	\$440	\$320	\$260
	6	\$680	\$520	\$520	\$660	\$260	\$320

<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>	<u>Region 5</u>	<u>Region 6</u>
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond
Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga			
Niagara	Madison	Schenectady			
Ontario	Oneida	Schoharie			
Orleans	Onondaga	Warren			
Schuyler	Oswego	Washington			
Seneca	Otsego				
Steuben	Tioga				
Wayne	Tompkins				
Wyoming					
Yates					

Each October 1, beginning with October 2006, 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 July of the year involved to the value for July 2005. For example, if the value for **July 2007** was 220.4 and the value for July 2005 was 206.2, the DAS would increase by 6.89% (e.g.,  $220.4/206.2 = 1.0688965 = 6.89\%$  rounded increase), **effective October 1, 2007**. Values in chart will be rounded to nearest five dollar amount (e.g., \$160 would increase to \$170; \$230 would increase to \$245; etc.).

(continued)

PRICE: (cont'd)

**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. These requests must be sent to the Procurement Services Group for approval at least 15 calendar days prior to the following dates on which price changes may take effect:

- April 1, 2006
- October 1, 2006
- April 1, 2007
- October 1, 2007
- April 1, 2008
- October 1, 2008
- April 1, 2009
- October 1, 2009

Request for price changes at any other time will not be granted unless an “Unworkable Price Structure” situation develops (please see more on this below).

If no National price list exists or is not submitted for DUMP BODIES or PLOWS, then price changes for DUMP BODIES and PLOWS may be implemented based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index (PPI) for:

Series ID: WPU1413  
Group: Transportation Equipment  
Item: Truck and Bus Bodies

Change would be based on dividing the PPI value for July of the year involved by the PPI value for July 2005. Below is an example of how this would be implemented. All the values in this example are hypothetical.

Original Contract Price: \$10,000  
July 2005 PPI: 162.0

<u>Date For PPI</u>	<u>PPI Value</u>	<u>Calculation</u>	<u>Adjustment Factor</u>	<u>New Price</u>	<u>Effective Date</u>
July 2005	162.0	162.0/162.0	<b>1.0000*</b>	<b>\$10,000.00*</b>	<b>Oct. 1, 2005*</b>
July 2006	164.6	164.6/162.0	1.0160	\$10,160.00	Oct. 1, 2006
July 2007	167.3	167.3/162.0	1.0364	\$10,364.00	Oct. 1, 2007
July 2008	168.7	168.7/162.0	1.0414	\$10,414.00	Oct. 1, 2008
July 2009	177.6	177.6/162.0	1.0963	\$10,963.00	Oct. 1, 2009
July 2010	190.5	190.5/162.0	1.1759	\$11,759.00	Oct. 1, 2010

\* = No adjustment for first year; original contract price is \$10,000 for this example.

**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 since such an adjustment would eventually be reflected in the MSRP.

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PRICE: (cont'd)

**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.

**Limitation** - Price adjustments are limited to changes as allowed for in this PRICE clause. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the contractor, will not be allowed during the contract period.

SCOPE:

The contract(s) awarded in this award notification are for all "Class 8" heavy duty cab-chassis truck(s) with GVWR of 33,001 lbs. or more which may include installed optional body(ies), plows and associated accessories for use in plowing, salting, sanding highways, supporting paving operations, stockpiling materials and all general road construction and maintenance programs. All items and components normally furnished as required for the intended application shall be provided except for those items and components that are otherwise specifically required herein.

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.

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**CONTRACTOR: INTERNATIONAL TRUCK AND ENGINE CORP.**

PRODUCT LINE: International  
CAB-CHASSIS PRICE LIST: PLH-284, Rev. 10B, effective July 4, 2005  
DISCOUNT TO BE DEDUCTED FROM CAB-CHASSIS PRICE LIST FOR  
for Single Rear Axle Models: 33.5%  
for Tandem Rear Axle Models: 34.1%

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

SA53700 (4x2)\7500 SFA (4x2) SA63700 (4x2)\7500 SBA (4x2)  
DA59700 (4x2)\5900 SFA (4x2) SA62500 (4x2)\7400 SBA (4x2)  
SA52500 (4x2)\7400 SFA (4x2) SA64700 (4x2)\7600 SBA (4x2)  
SA54700 (4x2)\7600 SFA (4x2)  
SA55700 (4x2)\7700 SFA (4x2)

SF53700 (6x4)\7500 SFA (6x4) SF63700 (6x4)\7500 SBA (6x4)  
DF55700 (6x4)\5500 SFA (6x4) DF56700 (6x4)\5600 SBA (6x4)  
DF59700 (6x4)\5900 SFA (6x4) SF62500 (6x4)\7400 SBA (6x4)  
SF52500 (6X4)\7400 SFA (6x4) SF64700 (6x4)\7600 SBA (6x4)  
SF54700 (6x4)\7600 SFA (6x4) SF65700 (6x4)\7700 SBA (6x4)  
SF55700 (6x4)\7700 SFA (6x4)

**CAB-CHASSIS ASSOCIATED OPTIONS, EQUIPMENT, ACCESSORIES, ETC.,  
PRICE LIST:**

PL284, Rev. 75A, effective April 11, 2005  
DISCOUNT TO BE DEDUCTED FROM CAB-CHASSIS ASSOCIATED OPTIONS,  
ETC., PRICE LIST: 10.0%

**DUMP BODIES PRICE LIST: Tenco, effective August 2005  
DISCOUNT TO BE DEDUCTED FROM DUMP BODIES PRICE LIST: 30.0%  
DUMP BODY BRANDS AVAILABLE UNDER CONTRACT:**

Tenco USA Inc. Tenco Ltd.  
Beau Roc Crysteel  
Heil Smith  
Harder

**DUMP BODIES PRICE LIST: Viking Cives, effective August 9, 2005  
DISCOUNT TO BE DEDUCTED FROM DUMP BODIES PRICE LIST: 30.0%**

Viking Proline Heil  
Air-Flo Tarrant  
MG Galion  
Beau Roc Crysteel  
Roll Tite Tarps Pioneer Tarps  
Narder Tarco

**PLOWS PRICE LIST: Tenco, effective August 2005  
DISCOUNT TO BE DEDUCTED FROM PLOWS PRICE LIST: 30.0%**

**PLOWS PRICE LIST: Vikings Cives, effective August 9, 2005  
DISCOUNT TO BE DEDUCTED FROM PLOWS PRICE LIST: 30.0%**

**DELIVERY FOR INTERNATIONAL TRUCK AND ENGINE CORP.: 120 days ARO**

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**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.

**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.

**EXTENSION OF USE:**

Any contract resulting from this bid solicitation 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.

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**DELIVERY:**

**Time** - 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 regard to the delivery of vehicles. Vehicles will be required as soon as possible.

**Purchase Order Instructions** - 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** - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts", "Extension of Use" and "Purchases by Consortium and Other Authorized Organizations" clauses incorporated herein.

**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. Special attention should be given to such items as:

- spare rim
- wheel lug wrench
- reflective kit
- bill of materials
- assignments of monies documents
- one set of manuals for accessory equipment.

In the event deficiencies are later noted and a properly signed receipt is not available, contractor will be responsible.

**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.

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**CONTRACT PERIOD AND EXTENSION:**

**General** - It is the intention of the State to enter into a contract for the term as stated.

**Price Adjustment** - Prices quoted are to be firm through April 1, 2006. Thereafter price adjustment (up OR down) may be made in accordance with provisions in the "PRICE" clause. Price decreases are permitted at any time.

**Unilateral Short Term Extension by the State** - 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.

**Cancellation After September 30, 2006** - Either the contractor or the State may unilaterally cancel the contract on a monthly basis any time after the initial one year period (October 1, 2005 to September 30, 2006) by providing written notification at least 4 (four) months prior to the effective date of cancellation. (NOTE: The State reserves the right to award a contract to another vendor/bid to replace a contract that may be cancelled.)

**Cancellation For Convenience By The State** - The State of New York retains the right to cancel contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

**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.

**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.

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.

**INSTRUCTION MANUALS:**

Simultaneous with delivery, 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 inspecting, adjusting, aligning, and operating the product, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

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**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, or termination of contract model year availability. The reports shall be in the following format:

Customer	Manufacturer	Model No.	Quantity	Unit Price (Delivered)	Total (Quantity x Unit Price)
Town of ABC	Acme	123	2	\$95,000.00	\$190,000.00
County EFG	Beta	456	1	\$60,000.00	\$60,000.00
State Agency HIJ	Theta	789	4	\$70,000.00	\$280,000.00

The report is to be submitted to the Procurement Services Group, NYS Office of General Services, 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 Invitation for Bids Number, Contract Number, sales period, and contractor's name. The state reserves the right to modify format to meet specific contract extension or re-bid needs, per request.

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 disqualification of contractor for future contracts.**

**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.

**"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.

**PAYMENT:**

Because of constantly increasing finance charges and other costs to the contractor it is imperative that ordering agencies make every effort to process the vouchers for payment by the Comptroller, within a reasonable period of time. However, if there are any problems which will delay payment, the contractor should be notified.

When a vehicle is delivered the agency may process the voucher for the full amount of the contract price if, in its opinion, the vehicle is in compliance with the specifications. However, if poor workmanship and/or minor deviations exist, the agency may withhold up to 20% of the contract price upon delivery and delay payment of the balance until the contractor has made all necessary corrections. The Agency may withhold the full amount of the contract price if, in its opinion, the vehicle contains major deviations from specification.

**SERVICE:**

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 in New York State. 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.

If the New York State Shop where the vehicles are to be serviced prior to delivery is other than the bidder's service shop, the bidder must list in the space provided in the Invitation for Bids, the name, address, and telephone number of the authorized dealer or dealers of the manufacturer located in New York State where the pre-delivery service will be performed. In addition, a letter from the New York State authorized dealer or dealers agreeing to perform this service must accompany the bid.

Failure to submit this information with a bid, will be cause for rejection of that bid.

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**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 in effect at the time of delivery.

**EMISSIONS CONTROLS/REGULATIONS**

Vehicles and engines shall comply with the regulations of the Federal Government and New York State (NYCRR) governing the Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines in effect on the date of manufacture.

**MOTOR VEHICLE REGULATIONS**

Each vehicle delivered shall comply with all applicable laws and regulations of the State of New York (NYCRR) and the Federal Government 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.**

**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.

**BILL OF MATERIALS:**

Two (2) copies of a bill of materials or line-setting ticket shall be furnished with each vehicle. The bill of materials shall list by part number, capacity, size or otherwise, all major components of the vehicle (engine, frame, transmission, drive line, axles, alternator, storage battery, fuel tank, etc.). The bill of materials shall be at least as comprehensive as the truck manufacturer's line-set ticket.

**PAINT FINISH:**

The using agency shall have its choice of the chassis manufacturer's standard paint colors, and shall designate the selection on the purchase order.

Vehicle shall be carefully smoothed, cleaned, primed and finished with top quality transportation enamel.

Dump bodies, snowplows and auxiliary equipment shall be primed and finished with not less than two (2) coats of durable enamel in the manufacturer's standard color specified by ordering agency.

**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.

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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 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*

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