

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>

**REVISED CONTRACT AWARD NOTIFICATION**

<b>Title</b>	<b>Group 40601 - TRACTORS, WHEEL TYPE W/ ASSOCIATED OPTIONS/ ACCESSORIES, MOWING &amp; BRUSH CLEARING IMPLEMENTS AND LOADER/BACKHOE (Statewide)</b>	
	Classification Code: <b>22</b>	
<b>Award Number</b>	<b><u>20365</u></b>	(Replaces Award 19602)
<b>Contract Period</b>	<b>November 1, 2006 to April 30, 2010</b>	
<b>Bid Opening Date</b>	<b>August 24, 2006</b>	
<b>Date of Issue</b>	<b>November 17, 2006</b> <b>REVISED May 1, 2009</b>	
<b>Specification Reference</b>	<b>As Incorporated In The Invitation for Bids</b>	
<b>Contractor Information</b>	<b>Appears on Page 2 of this Award</b>	

**Address Inquiries To:**

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Christopher Martinez Title : Purchasing Officer I Phone : 518-474-3856 Fax : 518-474-8676 E-mail : christopher.martinez@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

**Description**

This award is a discount from manufacturer's suggested retail price list on various sizes of four wheeled rubber tired tractors with rotary & boom mowers and associated accessories & options and backhoe/loader with associated accessories & options. All items and components normally furnished as required for the intended application shall be provided.

**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>
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PC62723 SB	BUFFALO TRACTOR & IMPLEMENT CO., INC 3045 Seneca Street Buffalo, NY 14224	716/822-3467 Mr. Gary Dziemski Fax: 716/822-6680 E mail: buffalotractor@adelphia.net Website: www.buffalotractor.com	160913518
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PC62724 SB	CAPITAL TRACTOR, INC. 1135 State Route 29 Greenwich, NY 12834	518/692-9611 Mr. Jamey Gibson Fax: 518/692-2210 E-mail: jgibson@capitaltractorinc.com Website: www.capitaltractorinc.com	141742773
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Contract users interested in a **NEW HOLLAND** Backhoe in these counties (Albany, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington) should address all inquiries to Capital Tractor, Inc.

PC62725	H.O. PENN MACHINERY CO., INC. 122 Noxon Road Poughkeepsie, NY 12603	845-437-4176 Mr. John Murphy Fax: 845-452-3592 E-mail: jmurphy@hopennmachinery.com Website: www.hopenn.com	131158790
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Contract users interested in a **CATERPILLAR** Backhoe in these counties (Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester) should address all inquiries to H.O. Penn Machinery Co., Inc.

PC62726 SB	HOFFMAN INTERNATIONAL INC. d/b/a HOFFMAN EQUIPMENT CO. 300 So. Randolphville Road Piscataway, NJ 08855-0669	732-752-3600 Mr. Michael Anderson Fax: 732-968-8371 E-mail: sales@hoffmanequip.com Website: www.hoffmanequip.com	222176843
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Contract users interested in a **CASE** Backhoe in these counties (Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester) should address all inquiries to Hoffman Equipment Co.

PC62727	JCB, INC. 2000 Bamford Blvd. Pooler, GA 31322	912/447-2053 Ms. Natalia Welch Fax: 912/447-2246 E-mail: natalia.welch@jcb.com Website: www.jcb.com	520907423
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PC62728 SB	KEIL EQUIPMENT CO., INC. 2356 Rt. 9 Hudson, NY 12534	518/537-6221 Mr. Brad Keil Fax: 518/537-5276 E-mail: bradk@keilequipment.com Website: www.keilequipment.com	141455047
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Keil Equipment has added all **JOHN DEERE** dealers in New York State as distributors for this Award. Contract users may obtain information from any John Deere participating dealer, but should address their purchase orders to Keil Equipment Co, Inc.

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62729 SB	LAND POWER EQUIPMENT LLC d/b/a TRUCKLOADERS 865 W. Jericho Tpk. Smithtown, NY 11787	631/864-6464 Mr. Stu Freeman Fax: 631/864-3255 E-mail: sf.truckloaders@verizon.net Website: www.truckloaders.com	651209354

Contract users interested in a **NEW HOLLAND** Backhoe in these counties (Bronx, Kings, Nassau, New York, Queens, Richmond and Suffolk) should address all inquiries to Land Power Equipment LLC.

PC62730	MONROE TRACTOR & IMPLEMENT CO., INC. 1001 Lehigh Station Road Henrietta, NY 14467	607-739-8741 Mr. Chuck Miller Fax: 607-739-8747 E-mail: cmiller@monroetractor.com Website: www.monroetractor.com	160850083
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Contract users interested in a **CASE** Backhoe in these counties (Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, St. Lawrence, Steuben, Seneca, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming and Yates) should address all inquiries to Monroe Tractor & Impl. Co., Inc.

PC62731 SB	NIAGARA FRONTIER EQUIPMENT SALES, INC. 4060 Lake Avenue Lockport, NY 14094	800/348-3218, Ext. 19 716/434-2000, Ext. 19 Mr. Keith Hetrick, Jr. Fax: 716/434-5034 E-mail: sales@nfesales.com	161302268
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Contract users interested in a **NEW HOLLAND** Backhoe in these counties (Alleghany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming) should address all inquiring to Niagara Frontier Equipment Sales, Inc.

PC62734	SOUTHWORTH-MILTON, INC. d/b/a Milton Cat 4610 East Saile Drive Batavia, NY 14020	585/815-6200 Mr. Roger Haag Fax: 585/815-6299 E-mail: roger_haag@miltoncat.com Website: www.miltoncat.com	020258444
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Contract users interested in a **CATERPILLAR** Backhoe in these counties (Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming & Yates) should address all inquires to Southworth-Milton, Inc.

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62735	TRACEY ROAD EQUIPMENT, INC. 6803 Manlius Center Road E. Syracuse, NY 13057	800/872-2390 315/437-1471 Mr. Marty West Fax: 315/437-4041 E-mail: mwest@traceyroad.com Website: www.traceyroad.com	161058204

Contract users interested in a **NEW HOLLAND** Backhoe in these counties (Broome, Cayuga, Chemung, Chenango, Clinton, Cortland, Delaware, Franklin, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Otsego, St. Lawrence, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne and Yates) should address all inquiries to Tracey Road Equipment, Inc.

PC62736 SB	WESTCHESTER TRACTOR, INC. 60 International Blvd. Brewster, NY 10509	845/278-7766 Mr. John Apple Fax: 845/278-4431 E-mail: equip@wtractor.com Website: www.wtractor.com	132858396
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Contract users interested in a **NEW HOLLAND** Backhoe in these counties (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester) should address all inquiries to Westchester Tractor, Inc.

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).

**PRICE:**

**General** - Price includes all customs duties and charges and are net, F.O.B. destination any point in New York State as designated by the ordering agency including unloading at storeroom door, complete factory or dealer preparation of units and operational instruction of agency personnel.

**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.

**Price Changes** - Contract prices shall be subject to increase or decrease during the contract period in accordance with changes which may be made by a manufacturer's nationally published price sheet. Requests to utilize a new price list 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:

- May 1, 2007
- May 1, 2008
- May 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).

**DAS (Delivery Allowance Schedule)** - Contractors will be required to deliver the product 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.

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

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

(continued)

PRICE: (Cont'd)

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

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	\$165	\$240	\$395	\$455	\$540	\$705
	2	\$240	\$165	\$240	\$240	\$300	\$540
	3	\$395	\$240	\$165	\$240	\$240	\$540
	4	\$455	\$240	\$240	\$165	\$455	\$685
	5	\$540	\$300	\$240	\$455	\$165	\$270
	6	\$705	\$540	\$540	\$685	\$270	\$165

<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 May 1, beginning with May 2007, 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 February of the year involved to the value for August 2006. For example, if the value for February 2007 was 220.4 and the value for August 2006 was 206.2, the DAS would increase by 6.89% (e.g.,  $220.4/206.2 = 1.0688965 = 6.89\%$  rounded increase), effective May 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.).

**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, 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 nationally published price sheet or the PPI.

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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.

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**LOT I**  
**ITEM 1: "SMALL" SIZED TRACTORS**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>JOHN DEERE</b>	<b>18%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

<b>3005</b>	<b>3720</b>	<b>110 TLB</b>
<b>2520</b>	<b>4120</b>	
<b>3120</b>	<b>4320</b>	
<b>3320</b>	<b>4520</b>	
<b>3520</b>	<b>4720</b>	

**Tractor Manufacturer's Price List & Number:**

John Deere Advantage Compact Utility Tractor (C19) dated April 1, 2009  
 John Deere Compact Utility Tractors (C20) dated April 1, 2009  
 John Deere Compact 110TLB (C27) dated November 1, 2008

**Tractor Manufacturer/Brand/OEM Options, Components, etc.**  
**(i.e., upgraded cab, seat, transmission, etc.):**

**14%**

John Deere Advantage Compact Utility Tractor (C19) dated April 1, 2009  
 John Deere Compact Utility Tractors (C20) dated April 1, 2009  
 John Deere Compact 110TLB (C27) dated November 1, 2008

**Other Attachments, Accessories**

**(i.e., blades, brooms, buckets, forks, mowers, snow throwers, etc.):**

**18%**

Equipment for Compact Utility Tractors (C25) dated April 1, 2009  
 Equipment for Compact Utility Tractors (C35) dated November 1, 2008

**Other Attachments, Accessories**

**(i.e., rotary mowers, snow throwers, finish mowers):**

**25%**

Woods Equipment  
 dated: February 24, 2009

Delivery: 120 Days A/R/O

**CONTRACTOR, LOT I, ITEM 1: KEIL EQUIPMENT CO., INC.**

(continued)

**LOT I**

**ITEM 1: "SMALL" SIZED TRACTORS**

**PRODUCT LINE**

**DISCOUNT**

**KUBOTA**

**29.5%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

BX1860	B2630	L4400	L5740
BX2360	B3030	L4240	
BX25	L2800DT-R	L4740	
B7410	L3240	L5240	
B7510	L3400	B26	
B7610	L3540	L39	
B3200	L3940	L45	

Tractors Manufacturer's Price List & Number:

Kubota BX- Series, B-Series & L-Series Wholegoods

Dated: February 16, 2009

Tractors Manufacturer/Brand/OEM Options, Components, etc.

(i.e., upgraded cab, seat, transmission, etc.):

**29.5%**

Kubota BX- Series, B-Series, L-Series &

Loader/Landscaper Series Wholegoods

Dated: February 16, 2009

Other Attachments, Accessories

(i.e., blades, brooms, buckets, forks, mowers, snow throwers, etc.):

**15%**

Alamo Universal Line & Hydro/Flail Select Line

Dated: September 1, 2008

Delivery: 45 Days A/R/O

**CONTRACTOR, LOT I, ITEM 1: BUFFALO TRACTOR**

(continued)

**LOT I**

**ITEM 1: "SMALL" SIZED TRACTORS**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>NEW HOLLAND</b>	<b>29.5%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

1020	2035
1025	3040
1030	3045
T1510	3050
T1520	4055
T1530	4060
2030	Boomer 8N

**Tractors Manufacturer's Price List and Number:**

New Holland Compact Tractors (1000, 2000, 4000 series )  
 Dated: September 1, 2008

New Holland 3000 Series  
 Dated: February 25, 2009

New Holland Boomer 8N Series  
 Dated: February 25, 2009

New Holland T1500 Series  
 Dated: February 25, 2009

Tractors Manufacturer/Brand/OEM Options, Components, etc. **29.5%**  
 (i.e. upgraded cab, seat, transmission, etc)  
 New Holland Compact Loader & Tractor Implements  
 Dated: September 1, 2008

New Holland Large Loader Implements  
 Dated: March 1, 2008

Other Attachments, Accessories **15%**  
 Alamo Universal Line & Hydro Select Line  
 Dated: September 1, 2008

Delivery: 60 Days A/R/O

**CONTRACTOR, LOT I, ITEM 1: BUFFALO TRACTOR**

(continued)

**LOT I**

**ITEM 2: "MID" SIZED TRACTORS**

**PRODUCT LINE**

**DISCOUNT**

**KUBOTA**

**29.5%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

MX5000	M8540	M59TL
M4800	M9540	M5100F/DT
M5040	M108	M59TLB
M6040 DTC	M125	M126XDTPC
M7040	M100XDTC	M5640SU

**Tractors Manufacturer's Price List & Number:**

Kubota M- Series Wholegoods

Dated: February 16, 2009

**Tractors Manufacturer/Brand/OEM Options, Components, etc.**

**(i.e., upgraded cab, seat, transmission, etc.):**

**29.5%**

Kubota M-Series Wholegoods

Dated: February 16, 2009

**Other Attachments, Accessories**

**(i.e., blades, brooms, buckets, forks, mowers, snow throwers, etc.):**

**15%**

Alamo Universal Line & Hydro/Flail Select Line

Dated: September 1, 2008

Delivery: 60 Days A/R/O

**CONTRACTOR, LOT I, ITEM 2: BUFFALO TRACTOR**

(continued)

**LOT I**  
**ITEM 2: "MID" SIZED TRACTORS**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>NEW HOLLAND</b>	<b>32.5%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

T4020	T6010	T7030
T4030	T6020	T7040
T4040	T6030	T7050
T4050	T6040	T7060
T5040	T6050	
T5050	T6060	
T5060	T6070	
T5070	T6080	

Tractors Manufacturer's Price List & Number:  
 New Holland T4000, T5000, T6000 Utility Series Tractors  
 Dated: September 1, 2008

New Holland T7000 Series Tractors  
 Dated: March 1, 2008

Tractors Manufacturer/Brand/OEM Options, Components, etc.  
(i.e., upgraded cab, seat, transmission, etc.): **32.5%**  
 New Holland T4000, T5000, T6000, T7000 Series  
 Dated: September 1, 2008

New Holland Loaders  
 Dated: September 1, 2008

New Holland Implements  
 Dated: September 1, 2008

Other Attachments, Accessories  
(i.e., blades, brooms, buckets, forks, mowers, snow throwers, etc.): **15%**  
 Alamo Universal Line & Hydro/Flail Select Line  
 Dated: September 1, 2008

Delivery: 120 Days A/R/O

**CONTRACTOR, LOT I, ITEM 2: BUFFALO TRACTOR**

(continued)

**LOT I**  
**ITEM 2: "MID" SIZED TRACTORS**

<b><u>PRODUCT LINE</u></b>	<b><u>DISCOUNT</u></b>
<b>CHALLENGER</b>	<b>29%</b>

CONTRACT MODELS available plus Associated Accessories/Attachments:

MT325B	MT425B	MT535B
MT335B	MT445B	MT545B
MT345B	MT455B	MT555B
MT465B	MT525B	MT565B

Tractors Manufacturer's Price List & Number:  
2009 Governmental Machinery Price List CH09-02NY  
Dated: April 2009

Tractors Manufacturer/Brand/OEM Options, Components, etc.  
(i.e., upgraded cab, seat, transmission, etc.): **29%**  
2009 Governmental Machinery Price List CH09-02NY  
Dated: April 2009

Other Attachments, Accessories  
(i.e., blades, brooms, buckets, forks, mowers, snow throwers, etc.): **15%**  
MB Companies Inc. Price List  
Dated: February 1, 2006 w/Addendum dated 4/1/2008

Delivery: 90 Days A/R/O

**CONTRACTOR, LOT I, ITEM 2: SOUTHWORTH-MILTON, INC. (All Counties)**

(continued)

**LOT II**

**ITEM 1: "BACKHOE/LOADER"**

**PRODUCT LINE**

**DISCOUNT**

**CASE**

**49.7%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

580M SERIES                      590 Super M+  
580 SUPER M  
580 SUPER M+  
590 SUPER M  
590 SUPER M+

**Backhoe/Loader Manufacturer's Price List & Number:**

Case Industrial Wheel PL-200 UT, Revision 43  
Dated: October 1, 2008

**Backhoe/Loader Manufacturer/Brand/OEM Options, Components, etc.  
(i.e., upgraded cab, seat, transmission, etc.):**

**14%**

Case Industrial Wheel PL-200 UT Revision 43  
Dated: October 1, 2008

Delivery: 180 Days A/R/O

**CONTRACTORS FOR THIS ITEM:**

**HOFFMAN INTERNATIONAL, INC.**

Contract users interested in a Case Backhoe/Loader in these counties (Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, and Westchester {south of Rte 287}) should address all inquiries to Hedco Equipment, Inc.

**MONROE TRACTOR & IMPLEMENT CO., INC.**

Contract users interested in a Case Backhoe/Loader in these counties (Cattaraugus, Cayuga, Chautauqua, Cortland, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, St. Lawrence, Seneca, Wayne & Wyoming) should address all inquiries to Monroe Tractor & Implement. Co., Inc.

(continued)

**LOT II**

**ITEM 1: "BACKHOE/LOADER"**

**PRODUCT LINE**

**DISCOUNT**

**CATERPILLAR**

**38.2%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

416E                    430E  
420E

Backhoe/Loader Manufacturer's Price List & Number:  
Caterpillar Price Pages dated February 2, 2009

Backhoe/Loader Manufacturer/Brand/OEM Options, Components, etc.  
Caterpillar Work Tools Price Pages WT-BHL  
Dated: April 2, 2009

**10%**

Delivery: 120 Days A/R/O

**CONTRACTORS FOR LOT II, ITEM 1:**

**H. O. PENN MACHINERY CO. INC.**

Contract users interested in a Caterpillar Backhoe/Loader in these counties (Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester) should address all inquiries to H.O. Penn Machinery Co., Inc.

**SOUTHWORTH-MILTON, INC.**

Contract users interested in a Caterpillar Backhoe/Loader in these counties (Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming & Yates) should address all inquiries to Southworth-Milton, Inc.

(continued)

**LOT II**

**ITEM 1: "BACKHOE/LOADER"**

**PRODUCT LINE**

**DISCOUNT**

**JCB**

**40.3%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

JCB 3C 14FT (Previously 214E)

JCB 3CX 14FT (Previously 214)

JCB 4CX 14FT (Previously 214S)

JCB 3C 15FT (Previously 215E)

JCB 3CX 15FT (Previously 215)

JCB 4CX 15FT (Previously 215S)

**Backhoe/Loader Manufacturer's Price List & Number:**

JCB Inc. North American Price List

Dated: January 1, 2009

**Backhoe/Loader Manufacturer/Brand/OEM Options, Components, etc.**

Ordered with Machine

**40.3%**

Ordered Loose

**10.0%**

JCB Inc. North American Price List

Dated: January 1, 2009

Delivery: 90 Days A/R/O

**CONTRACTOR, LOT II, ITEM 1: JCB INC.**

(continued)

**LOT II**

**ITEM 1: "BACKHOE/LOADER"**

**PRODUCT LINE**

**DISCOUNT**

**NEW HOLLAND**

**36.3%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

B95B                      B95B TC  
B95B LR                B110B or B110B PS  
B115B

Backhoe/Loader Manufacturer's Price List & Number:

New Holland Price Pages

Dated: January 1, 2009

Backhoe/Loader Manufacturer/Brand/OEM Options, Components, etc.

**17%**

New Holland Price Pages

Dated: January 1, 2009

Delivery: 180 Days A/R/O

**CONTRACTORS FOR LOT II, ITEM 1:**

**CAPITAL TRACTORS**

Contract users interested in a New Holland Backhoe/Loader in these counties (Albany, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington) should address all inquiries to Capital Tractor Inc.

**LAND POWER EQUIPMENT LLC d/b/a TRUCKLOADERS**

Contract users interested in a New Holland Backhoe/Loader in these counties (Bronx, Kings, Nassau, New York, Queens, Richmond and Suffolk) should address all inquiries to Land Power Equipment LLC d/b/a Truckloaders.

**NIAGARA FRONTIER EQUIPMENT SALES INC.**

Contract users interested in a New Holland Backhoe/Loader in these counties (Alleghany, Cattaraugus, Chautauqua, Erie Genesee, Niagara, Orleans, Wyoming) should address all inquiries to Niagara Frontier Equipment Sales Inc.

**TRACEY ROAD EQUIPMENT INC.**

Contract users interested in a New Holland Backhoe/Loader in these counties (Broome, Cayuga, Chemung, Chenango, Clinton, Cortland, Delaware Franklin, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Otsego, St. Lawrence, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne and Yates) should address all inquiries to Tracey Road Equipment, Inc.

**WESTCHESTER TRACTOR INC.**

Contract users interested in a New Holland Backhoe/Loader in these counties (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester) should address all inquiries to Westchester Tractor, Inc.

(continued)

**LOT II**

**ITEM 1: "BACKHOE/LOADER"**

**PRODUCT LINE**

**DISCOUNT**

**TEREX**

**27%**

CONTRACT MODELS available plus Associated Accessories/Attachments:

TX760B

TX860B

TX870B

TX970B

**Backhoe/Loader Manufacturer's Price List & Number:**

Terex 2009Retail Price List

Dated: January 1, 2009

**Backhoe/Loader Manufacturer/Brand/OEM Options, Components, etc.**

Terex 2009Retail Price List

Dated: January 1, 2009

**18%**

Delivery: 120 Days A/R/O

**CONTRACTOR, LOT II, ITEM 1: KEIL EQUIPMENT CO. INC.**

**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.

(continued)

**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.

**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.

**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 the product. The product will be required as soon as possible by an agency issuing a purchase order.

**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.

(continued)

**CONTRACT PERIOD AND RENEWALS:**

**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.

**Long Term Extension** - 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) of time to be determined by the State not to exceed a total contract term of five (5) years.

**Cancellation** - The State of New York retains the right to cancel a contract for convenience, 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.

**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.

**PERIODIC RECRUITMENT:**

The State reserves the right to consider additional vendors beginning in November 2008 and at twelve month intervals thereafter during the course of the contract or at any time determined by the State to be in its best interest. Vendors shall be required to submit an original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Prices offered must be within the guidelines of the updating pricing of the contractors originally awarded and bids shall be evaluated under similar terms and conditions. Once awarded a contract, a vendor may not resubmit a bid for future consideration until the original bids have been evaluated and contracts awarded.

**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.  
A list of all components covered by standard and extended warranties shall be furnished with each unit.

**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 operating the product, complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

(continued)

**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. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

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.

**REGULATIONS:**

Equipment shall conform to all Federal, State and Local Laws, including OSHA Safety & Noise level standards EPA emissions regulations in effect at the time of delivery.

(continued)

**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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