

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

Title	:	Group 40604 - SKID STEER LOADER (Statewide)	
		Classification Code: 22	
Award Number	:	<u>20150</u>	(Replaces Award 19603)
Contract Period	:	May 1, 2006 to April 30, 2007	
Bid Opening Date	:	February 28, 2006	
Date of Issue	:	April 27, 2006	
Specification Reference	:	As Incorporated In The Invitation for Bids	
Contractor Information	:	Appears on Page 2 of this Award	

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 : beverly.moore@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 is a multiple award contract that describes 4 wheel drive, rubber tired, liquid cooled, diesel engine driven skid steer loaders complete with bucket and associated attachments/accessories.

PR #20150

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62404	ANDERSON EQUIPMENT CO. (NY) INC. 101 Great Arrow Avenue Buffalo, NY 14216	716/877-1992 Mr. Michael Blamer Fax: 716/877-1581	161124211
PC62405	BOBCAT COMPANY 250 E. Beaton Drive West Fargo, ND 58078-6000	701/280-7860 Mr. Jim Christensen Fax: 701/280-7860 E-Mail: jim_christensen@bobcat.com Website: www.bobcat.com	380425350
PC62406	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

Contract users interested in a New Holland Skid Steer 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.

PC62407 SB	CLINTON TRACTOR & IMPLEMENT CO. 31 Meadow Street Clinton, NY 13323	315/853-6151 Mr. John Calidonna Fax: 315/853-6065 E-Mail: ctractor@adelphia.net	150614114
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Contract users interested in a New Holland Skid Steer in Herkimer county should address all inquiries to Clinton Tractor & Implement Co.

PC62408 SB	HEDCO EQUIPMENT, INC. 1144 Zerega Avenue Bronx, NY 10462	718/409-4200 Mr. Stephen Krines Fax: 718/409-3774 E-mail: s.krines@hedcoequipment.com Website: www.hedcoequipment.com	450467936
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Contract users interested in a Case Skid Steer 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.

PC62409	JOHN DEERE CONSTRUCTION & FORESTRY CO. 1515 5th Avenue Moline, IL 61265	800/319-3757, ext. 1 309/765-0260 Ms. Debra Loding Fax: 309/765-3358 E-Mail: lodingdebra@johndeere.com Website: www.deere.com	362673913
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<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62410 SB	LAND POWER EQUIPMENT LLC d/b/a TRUCKLOADERS 865 W. Jericho Tpk. Smithtown, NY 11787	631/864-6464 Mr. Stu Freeman Fax: 631/864-8235 Website: www.truckloaders.com	651209354

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

PC62411	MONROE TRACTOR & IMPL. CO., INC. 1001 Lehigh Station Road Henrietta, NY 14467	585/334-3867 Ms. Janet Felosky Fax: 585/334-0001 E-Mail: jfelosky@monroetractor.com Website: www.monroetractor.com	160850083
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Contract users interested in a Case Skid Steer 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 & Impl. Co., Inc.

PC62412 SB	NIAGARA FRONTIER EQUIPMENT SALES INC. 4060 Lake Avenue Lockport, NY 14094	800/348-3218 716/434-2000 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 Skid Steer in these counties (Alleghany, Cattaraugus, Chautauqua, Erie Genesee, Niagara, Orleans, Wyoming) should address all inquiries to Niagara Frontier Equipment Sales Inc.

PC62413 SB	PINE BUSH EQUIPMENT CO. 97 Route 302 Pine Bush, NY 12566	845/744-2006, Ext. 232 Mr. Jack Dopp Fax: 845/744-2900 E-mail: jdopp@pbeinc.com Website: www.pbeinc.com	141484041
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Contract users interested in a Case Skid Steer in these counties (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster & Westchester {north of Rte 287}) should address all inquiries to Pine Bush Equipment Co.

PC62414 SB	S.C. HANSEN INC. 423 Old Loudon Road PO Box 280 Latham, NY 12110	800-926-4227, ext. 320 518-785-8013, ext. 320 Mr. Keith Hansen Fax: 518-783-9544 E-mail: k.hansen@schansen.com Website: www.schansen.com	160911237
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Contract users interested in a Case Skid Steer in these counties (Albany, Allegany, Broome, Chemung, Chenango, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Steuben, Tioga, Tompkins, Warren, Washington, and Yates) should address all inquiries to S.C. Hansen, Inc.

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CONTRACT # CONTRACTOR & ADDRESS TELEPHONE # FED.IDENT.#

PC62415 TRACEY ROAD EQUIPMENT, INC. 800/872-2390 161058204
6803 Manlius Center Road 315/437-1471
E. Syracuse, NY 13057 Mr. David Kreis
Fax: 315/437-4041
E-mail: dkreis@tracey-road.com
Web: www.traceyroad.com

Contract users interested in a New Holland Skid Steer in these counties (Broome, Cayuga, Chemung, Chenango, Clinton, Cortland, Delaware Franklin, 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.

PC62416 UNITED RENTALS (North America), INC. 888/796-5438 061493538
1401 Vischer Ferry Road 518/459-6174
Clifton Park, NY 12065 Mr. Timothy Krohl
Fax: 518/459-6178
E-mail: tkrohl@ur.com
Web: www.unitedrentals.com

PC62417 WESTCHESTER TRACTOR, INC. 914/232-7746 132858396
14 Meadow Street Mr. John Apple
Goldens Bridge, NY 10526 Fax: 914/232-4129

Contract users interested in a New Holland Skid Steer 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.

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.

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NOTE TO AUTHORIZED USERS: (Cont'd)

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:

Price 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 unloading and complete factory and/or dealer preparation of the unit.

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

ACCEPTANCE OF NYS PURCHASING CARD:

<u>Contractor</u>	<u>Yes/No</u>	<u>Add'l Discount for Purchases made with Card</u>	<u>Dollar Limit</u>
Anderson Equipment Company (NY) Inc.	No	N/A	N/A
Bobcat Co.	Yes	9%	\$10,000
Capital Tractor Inc.	No	N/A	N/A
Clinton Tractor & Implement Co.	No	N/A	N/A
Hedco Equipment, Inc.	Yes	0%	\$10,000
John Deere Construction & Forestry Co.	Yes	0%	\$10,000
Land Power Equipment LLC/Truckloaders	Yes	0%	\$10,000
Monroe Tractor & Impl. Co., Inc.	No	N/A	N/A
Niagara Frontier Equipment Sales Inc.	Yes	0%	\$2,500
Pine Bush Equipment Co.	No	N/A	N/A
S.C. Hansen, Inc.	No	N/A	N/A
Tracey Road Equipment, Inc.	No	N/A	N/A
United Rentals (North America), Inc.	Yes	0%	\$10,000
Westchester Tractor, Inc.			

SPECIAL ORDERING INSTRUCTIONS:

The following contractor offers Electronic Access Ordering (EDI)":

Hedco Equipment, Inc.

Agencies are encouraged to utilize EDI capabilities. Please contact the contractor for specific information regarding electronic ordering.

DISCOUNT ON OPTIONS:

A discount from the Manufacturer's Suggested Retail Price (MSRP), has been given for all options under each item. Upon request, contractors are required to give the contract users a copy of the Manufacturer's Suggested Retail Price for options. The MSRP includes, but is not limited to, products which are designed for use with the skid steer and which are ordinarily available to the trade.

MSRP - Regardless of any price list being incorporated as a part of this contract, the prices charged for any listed option requested by the ordering agency less applicable discount shall not exceed the MSRP.

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NOTE:

Manufacturer's standard indicates that accessory offered must be the one available in the skid steer manufacturer's catalog. An exception is where the manufacturer no longer carries such an accessory, in which case an alternate product may be offered which is guaranteed to be compatible with the skid steer in question. Additionally, skid steer OEM's, manufacturer-offered third-party accessory product which is certified/offered for a particular unit is acceptable.

Contract users are cautioned that occasionally some options are not necessarily compatible with other options available with that skid steer. It is suggested that the contractor be contacted regarding compatibility of skid steer /option combinations prior to placing order.

PURCHASE ORDERS AND INVOICING:

General - All orders and invoices/vouchers should include the contract number and a line by line listing of separate charges.

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 discount.

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
- Line item breakdown of all charges
 - If options are purchased, they must be listed separately, line by line on the same invoice as the vehicle.

Failure to comply may result in lengthy payment delays.

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 also "Contract Billings" in Appendix B, OGS General Specifications and separate clause herein on "PURCHASE ORDERS AND INVOICING".

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<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
1.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$15,995.00

Discount from MSRP 29%
(See "Discount on Options" clause)
Name, Number & Date of Options Price List: 7-1-2005

Make & Model of Skid Steer: Thomas T153

Engine Net Horsepower: 46 hp
SAE Rated Tipping Load: 3,000 lb.
Operating Load Capacity: 1,500 lb.
Fuel Tank Capacity: 16.8 gal.
Standard Hydraulic Pump Flow: 16.6 gpm
Skid Steer Width (LESS BUCKET): 57.5 in.
Wheelbase: 35 in.
Dump Reach @ Maximum Height: 23.8 in.
Height to Top of ROPS: 73.5 in.
Tire Size: 12.00 x 16.5
Tire Type: OCR - Titan
Bucket Size and Width: 11.6 cu. ft. 60 in.
Make & Model Quick Coupler System: Thomas - Universal
Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 1: UNITED RENTALS (North America), INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
1.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$16,197.00

Discount from MSRP 7%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Skid Steer Loader PL-200SL Revision 05; January 1, 2006
& PL-200 AA Revision 24; October 13, 2005

Make & Model of Skid Steer: Case 410

Engine Net Horsepower: 49 hp

SAE Rated Tipping Load: 3,000 lb.

Operating Load Capacity: 1,500 lb.

Fuel Tank Capacity: 22 gal.

Standard Hydraulic Pump Flow: 19.1 gpm

Skid Steer Width (LESS BUCKET): 59 in.

Wheelbase: 41.2 in.

Dump Reach @ Maximum Height: 23.6 in.

Height to Top of ROPS: 75.5 in.

Tire Size: 10 x 16.5

Tire Type: Lug Type

Bucket Size and Width: 11.5 cu. ft. 60 in.

Make & Model Quick Coupler System: Case 9 ISO Flat Face

Delivery: 120 Days A/R/O

NOTE: To determine which contractor to use, see Contractor Information pages.

**CONTRACTOR, ITEM 1: HEDCO EQUIPMENT, INC.
MONROE TRACTOR IMPLEMENT CO., INC.
PINE BUSH EQUIPMENT CO.
S.C. HANSEN, INC.**

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>
1.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$16,361.00* *Includes Counterweight

Discount from MSRP 10%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Ceattachments Inc. 590627-0306, dated 3/1/06

Make & Model of Skid Steer: Gehl 4240E

Engine Net Horsepower: 46 hp

SAE Rated Tipping Load: 2,700 lb.

Operating Load Capacity: 1,350 lb. w/o counterweight 1475 lb. w/cwt

Fuel Tank Capacity: 12.4 gal.

Standard Hydraulic Pump Flow: 16.5 gpm

Skid Steer Width (LESS BUCKET): 58.4 in.

Wheelbase: 36.7 in.

Dump Reach @ Maximum Height: 22.6 in.

Height to Top of ROPS: 71.9 in.

Tire Size: 10 x 16.5 8 ply

Tire Type: Floatation Style

Bucket Size and Width: 15.2 cu. ft. 60 in.

Make & Model Quick Coupler System: Gehl All Tach

Delivery: 60 Days A/R/O

CONTRACTOR, ITEM 1: ANDERSON EQUIPMENT CO.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
1.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$16,994.00

Discount from MSRP 10%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Loadstar 1-1-06 price list

Make & Model of Skid Steer: New Holland L160

Engine Net Horsepower: 44 hp

SAE Rated Tipping Load: 3,200 lb.

Operating Load Capacity: 1,600 lb.

Fuel Tank Capacity: 14.4 gal.

Standard Hydraulic Pump Flow: 15.5 gpm

Skid Steer Width (LESS BUCKET): 65.6 in.

Wheelbase: 42.5 in.

Dump Reach @ Maximum Height: 29 in.

Height to Top of ROPS: 74.8 in.

Tire Size: 10 x 16.5

Tire Type: Industrial Lug

Bucket Size and Width: 15.2 cu. ft. 66 in.

Make & Model Quick Coupler System: New Holland Quick Attach

Delivery: 90 Days A/R/O

NOTE: To determine which contractor to use, see Contractor Information pages.

**CONTRACTOR, ITEM 1: CAPITAL TRACTOR INC.
CLINTON TRACTOR & IMPLEMENT CO.
LAND POWER EQUIPMENT LLC/TRUCKLOADERS
NIAGARA FRONTIER EQUIPMENT SALES INC.
TRACEY ROAD EQUIPMENT INC.
WESTCHESTER TRACTOR INC.**

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
2.	Skid Steer Loader, 4 Wheel Drive, <u>with High Flow Hydraulics</u> and Dirt Bucket as described below.	\$17,968.00

Discount from MSRP 36%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Bobcat SLP Price List 11-1-2005

Make & Model of Skid Steer: Bobcat Model S160

Engine Net Horsepower: 56 hp

SAE Rated Tipping Load: 3,301 lb.

Operating Load Capacity: 1,600 lb.

Fuel Tank Capacity: 24 gal.

Standard Hydraulic Pump Flow: 26.4 gpm

Skid Steer Width (LESS BUCKET): 60 in.

Wheelbase: 40.6 in.

Dump Reach @ Maximum Height: 18.13 in.

Height to Top of ROPS: 76.3 in.

Tire Size: 10 x 16.5 8 ply rating

Tire Type: Lug Tread Flotation

Bucket Size and Width: 14.5 cu. ft. 62 in.

Make & Model Quick Coupler System: Bobcat Bobtach

Delivery: 45 Days A/R/O

CONTRACTOR, ITEM 2: BOBCAT CO.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
2.	Skid Steer Loader, 4 Wheel Drive, <u>with High Flow Hydraulics</u> and Dirt Bucket as described below.	\$18,395.00

Discount from MSRP 29%
(See "Discount on Options" clause)
Name, Number & Date of Options Price List: 7-1-05

Make & Model of Skid Steer: Thomas T-153

Engine Net Horsepower: 46 hp
SAE Rated Tipping Load: 3,000 lb.
Operating Load Capacity: 1,500 lb.
Fuel Tank Capacity: 16.8 gal.
Standard Hydraulic Pump Flow: 28.5 gpm
Skid Steer Width (LESS BUCKET): 57.5 in.
Wheelbase: 35 in.
Dump Reach @ Maximum Height: 23.8 in.
Height to Top of ROPS: 73.5 in.
Tire Size: 12:00 x 16.5
Tire Type: OCR - Titan
Bucket Size and Width: 11.6 cu. ft. 60 in.
Make & Model Quick Coupler System: Thomas - Universal
Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 2: UNITED RENTALS (North America), INC.

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>
3.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$17,501.00

Discount from MSRP 36%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Bobcat SLP Price List 11-1-2005

Make & Model of Skid Steer: Bobcat Model S185

Engine Net Horsepower: 56 hp

SAE Rated Tipping Load: 4,076 lb.

Operating Load Capacity: 1,850 lb.

Fuel Tank Capacity: 24 gal.

Standard Hydraulic Pump Flow: 16.9 gpm

Skid Steer Width (LESS BUCKET): 66 in.

Wheelbase: 40.6 in.

Dump Reach @ Maximum Height: 29.6 in.

Height to Top of ROPS: 76.3 in.

Tire Size: 10 x 16.5 8 ply rating

Tire Type: Lug Tread Flotation

Bucket Size and Width: 16 cu. ft. 68 in.

Make & Model Quick Coupler System: Bobcat Bobtach

Delivery: 45 Days A/R/O

CONTRACTOR, ITEM 3: BOBCAT CO.

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>
3.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$17,895.00

Discount from MSRP 29%
(See "Discount on Options" clause)
Name, Number & Date of Options Price List: 7-1-2005

Make & Model of Skid Steer: Thomas 175

Engine Net Horsepower: 56 hp
SAE Rated Tipping Load: 3,500 lb.
Operating Load Capacity: 1,750 lb.
Fuel Tank Capacity: 19 gal.
Standard Hydraulic Pump Flow: 16.6 gpm
Skid Steer Width (LESS BUCKET): 68 in.
Wheelbase: 39.5 in.
Dump Reach @ Maximum Height: 21.25 in.
Height to Top of ROPS: 83 in.
Tire Size: 12:00 x 16.5
Tire Type: OCR - Titan
Bucket Size and Width: 13.3 cu. ft. 68 in.
Make & Model Quick Coupler System: Thomas
Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 3: UNITED RENTALS (North America), INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
3.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$17,923.00

Discount from MSRP 10%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Loadstar 1-1-06 Price List

Make & Model of Skid Steer: New Holland L170

Engine Net Horsepower: 50 hp

SAE Rated Tipping Load: 3,530 lb.

Operating Load Capacity: 1,765 lb.

Fuel Tank Capacity: 14.4 gal.

Standard Hydraulic Pump Flow: 17.7 gpm

Skid Steer Width (LESS BUCKET): 65.6 in.

Wheelbase: 42.5 in.

Dump Reach @ Maximum Height: 29 in.

Height to Top of ROPS: 74.8 in.

Tire Size: 10 x 16.5 8

Tire Type: Industrial Lug

Bucket Size and Width: 15.2 cu. ft. 66 in.

Make & Model Quick Coupler System: New Holland Quick Attach

Delivery: 90 Days A/R/O

NOTE: To determine which contractor to use, see Contractor Information pages.

**CONTRACTOR, ITEM 3: CAPITAL TRACTOR INC.
CLINTON TRACTOR & IMPLEMENT CO.
LAND POWER EQUIPMENT LLC/TRUCKLOADERS
NIAGARA FRONTIER EQUIPMENT SALES INC.
TRACEY ROAD EQUIPMENT INC.
WESTCHESTER TRACTOR INC.**

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
3.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$18,126.00

Discount from MSRP 7%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Skid Steer Loader PL-200SL Revision 05; January 1, 2006
& PL-200 AA Revision 24; October 13, 2005

Make & Model of Skid Steer: Case 420

Engine Net Horsepower: 56 hp

SAE Rated Tipping Load: 3,500 lb.

Operating Load Capacity: 1,750 lb.

Fuel Tank Capacity: 22 gal.

Standard Hydraulic Pump Flow: 18 gpm

Skid Steer Width (LESS BUCKET): 59 in.

Wheelbase: 41.2 in.

Dump Reach @ Maximum Height: 23.6 in.

Height to Top of ROPS: 75.5 in.

Tire Size: 10 x 16.5 5, 8PR

Tire Type: Lug

Bucket Size and Width: 11.5 cu. ft. 60 in.

Make & Model Quick Coupler System: Case - ISO Flat Face

Delivery: 120 Days A/R/O

NOTE: To determine which contractor to use, see Contractor Information pages.

**CONTRACTOR, ITEM 3: HEDCO EQUIPMENT, INC.
MONROE TRACTOR IMPLEMENT CO., INC.
PINE BUSH EQUIPMENT CO.
S.C. HANSEN, INC.**

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
3.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$19,094.03

Discount from MSRP 29%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: JD Commercial Worksite Products, 317 Skid Steer, Feb. 16, 2006

Make & Model of Skid Steer: John Deere Model 317

Engine Net Horsepower: 57 hp

SAE Rated Tipping Load: 3,700 lb.

Operating Load Capacity: 2,100 lb.

Fuel Tank Capacity: 16 gal.

Standard Hydraulic Pump Flow: 17 gpm

Skid Steer Width (LESS BUCKET): 64.1 in.

Wheelbase: 42.3 in.

Dump Reach @ Maximum Height: 88.8 in.

Height to Top of ROPS: 75.4 in.

Tire Size: 10 x 16.5

Tire Type: Solideal

Bucket Size and Width: 20.6 cu. ft. 66 in.

Make & Model Quick Coupler System: John Deere Hydraulic Qwik Tatch

Delivery: 90 Days A/R/O

CONTRACTOR, ITEM 3: JOHN DEERE CONSTRUCTION & FORESTRY CO.

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>
4.	Skid Steer Loader, 4 Wheel Drive, <u>with High</u> <u>Flow Hydraulics</u> and Dirt Bucket as described below.	\$18,403.00

Discount from MSRP 36%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Bobcat SLP Price List 11-1-2005

Make & Model of Skid Steer: Bobcat Model S185

Engine Net Horsepower: 56 hp

SAE Rated Tipping Load: 4,076 lb.

Operating Load Capacity: 1,850 lb.

Fuel Tank Capacity: 24 gal.

Standard Hydraulic Pump Flow: 26.4 gpm

Skid Steer Width (LESS BUCKET): 66 in.

Wheelbase: 40.6 in.

Dump Reach @ Maximum Height: 29.6 in.

Height to Top of ROPS: 76.3 in.

Tire Size: 10 x 16.5 8 Ply Rating

Tire Type: Lug Tread Flotation

Bucket Size and Width: 16 cu. ft. 68 in.

Make & Model Quick Coupler System: Bobcat Bobtach

Delivery: 45 Days A/R/O

CONTRACTOR, ITEM 4: BOBCAT CO.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
4.	Skid Steer Loader, 4 Wheel Drive, <u>with High Flow Hydraulics</u> and Dirt Bucket as described below.	\$18,979.00

Discount from MSRP 10%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Loadstar 1-1-06 Price List

Make & Model of Skid Steer: New Holland L170

Engine Net Horsepower: 50 hp

SAE Rated Tipping Load: 3,530 lb.

Operating Load Capacity: 1,765 lb.

Fuel Tank Capacity: 14.4 gal.

Standard Hydraulic Pump Flow: 24.5 gpm

Skid Steer Width (LESS BUCKET): 65.6 in.

Wheelbase: 42.5 in.

Dump Reach @ Maximum Height: 29 in.

Height to Top of ROPS: 74.8 in.

Tire Size: 10 x 16.5

Tire Type: Industrial Lug

Bucket Size and Width: 15.2 cu. ft. 66 in.

Make & Model Quick Coupler System: New Holland Quick Attach

Delivery: 45 Days A/R/O

NOTE: To determine which contractor to use, see Contractor Information pages.

**CONTRACTOR, ITEM 4: CAPITAL TRACTOR INC.
CLINTON TRACTOR & IMPLEMENT CO.
LAND POWER EQUIPMENT LLC/TRUCKLOADERS
NIAGARA FRONTIER EQUIPMENT SALES INC.
TRACEY ROAD EQUIPMENT INC.
WESTCHESTER TRACTOR INC.**

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
4.	Skid Steer Loader, 4 Wheel Drive, <u>with High Flow Hydraulics</u> and Dirt Bucket as described below.	\$19,645.00

Discount from MSRP 29%
(See "Discount on Options" clause)
Name, Number & Date of Options Price List: 7-1-2005

Make & Model of Skid Steer: Thomas 175 High Flow

Engine Net Horsepower: 56 hp
SAE Rated Tipping Load: 3,500 lb.
Operating Load Capacity: 1,750 lb.
Fuel Tank Capacity: 19 gal.
Standard Hydraulic Pump Flow: 28.5 gpm
Skid Steer Width (LESS BUCKET): 68 in.
Wheelbase: 39.5 in.
Dump Reach @ Maximum Height: 21.25 in.
Height to Top of ROPS: 83 in.
Tire Size: 12:00 x 16.5
Tire Type: OCR - Titan
Bucket Size and Width: 13.3 cu. ft. 68 in.
Make & Model Quick Coupler System: Thomas
Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 4: UNITED RENTALS (North America), INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
4.	Skid Steer Loader, 4 Wheel Drive, <u>with High Flow Hydraulics</u> and Dirt Bucket as described below.	\$19,795.00

Discount from MSRP 7%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Skid Steer Loader PL-200SL Revision 05; January 1, 2006
& PL-200 AA Revision 24; October 13, 2005

Make & Model of Skid Steer: Case 420

Engine Net Horsepower: 56 hp
SAE Rated Tipping Load: 3,500 lb.
Operating Load Capacity: 1,750 lb.
Fuel Tank Capacity: 22 gal.
Standard Hydraulic Pump Flow: 31 gpm
Skid Steer Width (LESS BUCKET): 59 in.
Wheelbase: 41.2 in.
Dump Reach @ Maximum Height: 23.6 in.
Height to Top of ROPS: 75.5 in.
Tire Size: 10 x 16.5, 8PR
Tire Type: Lug Type
Bucket Size and Width: 11.5 cu. ft. 60 in.
Make & Model Quick Coupler System: Case - ISO Flat Face
Delivery: 120 Days A/R/O

NOTE: To determine which contractor to use, see Contractor Information pages.

**CONTRACTOR, ITEM 4: HEDCO EQUIPMENT, INC.
MONROE TRACTOR IMPLEMENT CO., INC.
PINE BUSH EQUIPMENT CO.
S.C. HANSEN, INC.**

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
5.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$20,700.00

Discount from MSRP 7%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Skid Steer Loader PL-200SL Revision 05; January 1, 2006
& PL-200 AA Revision 24; October 13, 2005

Make & Model of Skid Steer: Case 430

Engine Net Horsepower: 74 hp

SAE Rated Tipping Load: 4,000 lb.

Operating Load Capacity: 2,000 lb.

Fuel Tank Capacity: 22 gal.

Standard Hydraulic Pump Flow: 21 gpm

Skid Steer Width (LESS BUCKET): 64 in.

Wheelbase: 43.1 in.

Dump Reach @ Maximum Height: 21.3 in.

Height to Top of ROPS: 76.7 in.

Tire Size: 12.00 x 16.5, 10PR

Tire Type: Lug Type

Bucket Size and Width: 15.2 cu. ft. 66 in.

Make & Model Quick Coupler System: Case - ISO Flat Face

Delivery: 120 Days A/R/O

NOTE: To determine which contractor to use, see Contractor Information pages.

**CONTRACTOR, ITEM 5: HEDCO EQUIPMENT, INC.
MONROE TRACTOR IMPLEMENT CO., INC.
PINE BUSH EQUIPMENT CO.
S.C. HANSEN, INC.**

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>
5.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$20,954.00

Discount from MSRP 36%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Bobcat SLP Price List 11-1-2005

Make & Model of Skid Steer: Bobcat Model S220

Engine Net Horsepower: 75 hp

SAE Rated Tipping Load: 4,561 lb.

Operating Load Capacity: 2,200 lb.

Fuel Tank Capacity: 23 gal.

Standard Hydraulic Pump Flow: 20.7 gpm

Skid Steer Width (LESS BUCKET): 72 in.

Wheelbase: 48.3 in.

Dump Reach @ Maximum Height: 21.6 in.

Height to Top of ROPS: 80.9 in.

Tire Size: 12.00 x 16.5, 12 Ply Rating

Tire Type: Lug Tread Flotation

Bucket Size and Width: 17.6 cu. ft. 74 in.

Make & Model Quick Coupler System: Bobcat Bobtach

Delivery: 45 Days A/R/O

CONTRACTOR, ITEM 5: BOBCAT CO.

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>
5.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$21,100.00

Discount from MSRP 29%
(See "Discount on Options" clause)
Name, Number & Date of Options Price List: 7-1-2005

Make & Model of Skid Steer: Thomas 250

Engine Net Horsepower: 83 hp
SAE Rated Tipping Load: 5,000 lb.
Operating Load Capacity: 2,500 lb.
Fuel Tank Capacity: 28.7 gal.
Standard Hydraulic Pump Flow: 21 gpm
Skid Steer Width (LESS BUCKET): 70.8 in.
Wheelbase: 48.75 in.
Dump Reach @ Maximum Height: 21.5 in.
Height to Top of ROPS: 84 in.
Tire Size: 12.00 x 16.5
Tire Type: OCR - Titan
Bucket Size and Width: 14.3 cu. ft. 73 in.
Make & Model Quick Coupler System: Thomas
Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 5: UNITED RENTALS (North America), INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
5.	Skid Steer Loader, 4 Wheel Drive, W/Dirt Bucket as described below.	\$23,075.00* *Includes Counterweight

Discount from MSRP 10%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Ceattachments Inc. - 590627-0306, dated 3/1/06-

Make & Model of Skid Steer: Gehl 5640E

Engine Net Horsepower: 82 hp

SAE Rated Tipping Load: 4,100 lb.

Operating Load Capacity: 2,350 lb. w/o counterweight
2,500 w/counterweight

Fuel Tank Capacity: 19 gal.

Standard Hydraulic Pump Flow: 23 gpm

Skid Steer Width (LESS BUCKET): 67 in.

Wheelbase: 42.5 in.

Dump Reach @ Maximum Height: 32.8 in.

Height to Top of ROPS: 81 in.

Tire Size: 12.00 x 16.5, 10 ply

Tire Type: Flotation Style

Bucket Size and Width: 19 cu. ft. 70 in.

Make & Model Quick Coupler System: Gehl All Tach

Delivery: 60 Days A/R/O

CONTRACTOR, ITEM 5: ANDERSON EQUIPMENT CO.

(continued)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u> <u>Price</u>
6.	Skid Steer Loader, 4 Wheel Drive, <u>with High</u> <u>Flow Hydraulics</u> and Dirt Bucket as described below.	\$22,036.00

Discount from MSRP 36%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Bobcat SLP Price List 11-1-2005

Make & Model of Skid Steer: Bobcat Model S220

Engine Net Horsepower: 75 hp

SAE Rated Tipping Load: 4,561 lb.

Operating Load Capacity: 2,200 lb.

Fuel Tank Capacity: 23 gal.

Standard Hydraulic Pump Flow: 36.7 gpm

Skid Steer Width (LESS BUCKET): 72 in.

Wheelbase: 48.3 in.

Dump Reach @ Maximum Height: 21.6 in.

Height to Top of ROPS: 80.9 in.

Tire Size: 12.00 x 16.5, 12 ply rating

Tire Type: Lug Tread Flotation

Bucket Size and Width: 17.6 cu. ft. 74 in.

Make & Model Quick Coupler System: Bobcat Bobtach

Delivery: 45 Days A/R/O

CONTRACTOR, ITEM 6: BOBCAT CO.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
6.	Skid Steer Loader, 4 Wheel Drive, <u>with High Flow Hydraulics</u> and Dirt Bucket as described below.	\$22,370.00

Discount from MSRP 7%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Skid Steer Loader PL-200SL Revision 05; January 1, 2006
& PL-200 AA Revision 24; October 13, 2005

Make & Model of Skid Steer: Case 430

Engine Net Horsepower: 74 hp
SAE Rated Tipping Load: 4,000 lb.
Operating Load Capacity: 2,000 lb.
Fuel Tank Capacity: 22 gal.
Standard Hydraulic Pump Flow: 31 gpm
Skid Steer Width (LESS BUCKET): 64 in.
Wheelbase: 43.1 in.
Dump Reach @ Maximum Height: 21.3 in.
Height to Top of ROPS: 76.7 in.
Tire Size: 12.00 x 16.5, 10PR
Tire Type: Lug Type
Bucket Size and Width: 15.2 cu. ft. 66 in.
Make & Model Quick Coupler System: Case - ISO Flat Face
Delivery: 120 Days A/R/O

NOTE: To determine which contractor to use, see Contractor Information pages.

**CONTRACTOR, ITEM 6: HEDCO EQUIPMENT, INC.
MONROE TRACTOR IMPLEMENT CO., INC.
PINE BUSH EQUIPMENT CO.
S.C. HANSEN, INC.**

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
6.	Skid Steer Loader, 4 Wheel Drive, <u>with High Flow Hydraulics</u> and Dirt Bucket as described below.	\$23,195.00

Discount from MSRP 29%
(See "Discount on Options" clause)
Name, Number & Date of Options Price List: 7-1-2005

Make & Model of Skid Steer: Thomas 250

Engine Net Horsepower: 83 hp
SAE Rated Tipping Load: 5,000 lb.
Operating Load Capacity: 2,500 lb.
Fuel Tank Capacity: 28.7 gal.
Standard Hydraulic Pump Flow: 40 gpm
Skid Steer Width (LESS BUCKET): 70.8 in.
Wheelbase: 48.75 in.
Dump Reach @ Maximum Height: 21.5 in.
Height to Top of ROPS: 84 in.
Tire Size: 12.00 x 16.5
Tire Type: OCR - Titan
Bucket Size and Width: 14.3 cu. ft. 73 in.
Make & Model Quick Coupler System: Thomas
Delivery: 30 Days A/R/O

CONTRACTOR, ITEM 6: UNITED RENTALS (North America), INC.

(continued)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
6.	Skid Steer Loader, 4 Wheel Drive, <u>with High Flow Hydraulics</u> and Dirt Bucket as described below.	\$23,981.00* *Includes Counterweight

Discount from MSRP 10%

(See "Discount on Options" clause)

Name, Number & Date of Options Price List: Ceattachments Inc. - 590627-0306, dated 3/1/06

Make & Model of Skid Steer: Gehl 5640E

Engine Net Horsepower: 82 hp

SAE Rated Tipping Load: 4,100 lb.

Operating Load Capacity: 2,350 lb. w/o counterweight
2,500 w/counterweight

Fuel Tank Capacity: 19 gal.

Standard Hydraulic Pump Flow: 36 gpm

Skid Steer Width (LESS BUCKET): 67 in.

Wheelbase: 42.5 in.

Dump Reach @ Maximum Height: 32.8 in.

Height to Top of ROPS: 81 in.

Tire Size: 12.00 x 16.5, 10 ply

Tire Type: Flotation Style

Bucket Size and Width: 19 cu. ft. 70 in.

Make & Model Quick Coupler System: Gehl All Tach

Delivery: 60 Days A/R/O

CONTRACTOR, ITEM 6: ANDERSON EQUIPMENT CO.

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.

(continued)

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 or contact them by e-mail at 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).

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). 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:

General - Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order (ARO). 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. (SEE ALSO SEPARATE CLAUSE ON "PURCHASE ORDERS AND INVOICES".)

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)

DELIVERY: (Cont'd)

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 - Skid Steer 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.

Shipping Dates And Delivery Time -

- Contractor shall provide ordering agency with anticipated shipping date of completed skid steer 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:

Prices or discounts are firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases or discount increases are permitted at any time.

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.

CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this 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.

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.

(continued)

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.

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.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each three 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.

(continued)

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$10,000 (see Questions at end of bid document).

"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.

POOR PERFORMANCE:

Agencies should notify Procurement Services' Customer Services promptly if the 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.:

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	

SAFETY DEVICES:

All equipment shall be equipped with required safety devices for protecting the operator and others from injury. Equipment shall comply with all applicable codes, laws and regulations of State of New York and of local authorities having jurisdiction in effect at the time of delivery.

EMISSION CONTROLS:

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

REGULATIONS:

Equipment shall conform to all Federal, State and Local Laws, including OSHA Safety & Noise level standards in effect on the date of manufacture.

(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 2nd Tower - Empire State Plaza
 Albany, New York 12242

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