

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 49604 - OUTBOARD MOTORS, GASOLINE (Statewide)
		Classification Code(s): 25
Award Number	:	<u>19172</u> (Replaces Award 18491)
Contract Period	:	October 1, 2004 to September 30, 2005
Bid Opening Date	:	June 29, 2004
Date of Issue	:	September 3, 2004
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 : Donald L. Simpson Title : Purchasing Officer I Phone : 518-474-2802 Fax : 518-474-8676 E-mail : donald.simpson@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 document lists various size outboard motors that can be purchased statewide.

PR # 19172-T

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC61242	MERCURY MARINE Div. of Brunswick Corp. W6250 Pioneer Road Fond DuLac, WI 54935	866/408-6372 920/924-2780 Government Account Reps Michael Gurath Dean Jones Carol Lamb Fax: 920/924-1488 E-Mail: mmobgovsales@mercmarine.com Website: www.mercurymarine.com	360848180

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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PRICE:

Price includes all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering agency including unloading on dock or at storeroom door. Prices reflect a percentage discount from list price. This percentage discount extends to all motors such as 2 and 4 stroke as well as all accessories included in the manufacturer's price list.

The price will remain in effect for the duration of the Contract.

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

SPECIAL ORDERING INSTRUCTIONS:

The above contractor offers Electronic Access Ordering (EDI).

8-10 weeks lead time required to be set-up on the contractor's EDI system.

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

ACCEPTANCE OF NYS PROCUREMENT CARD:

The contractor has stated that they will accept the NYS Procurement Card for orders up to \$10,000.00. However, no additional discount for purchases made with the NYS Procurement Card will be given.

GASOLINE OUTBOARDS

<u>Item</u> <u>No.</u>	<u>Item</u>	<u>Net</u> <u>Price</u>	<u>Model</u>
1.	OUTBOARD MOTOR, 2 cylinder developing, 8 h.p. regular shaft (15" transom), manual start, tiller handle control, standard aluminum propeller - 3 blade 9" Pitch size and remote fuel tank w/3.2 gallon capacity.	\$1,063.92	8M
Horsepower & RPM: 8 H.P. @ 4500 RPM RPM Throttle Range: 4500 To 5500			
2.	OUTBOARD MOTOR, 2 cylinder developing, 15 h.p., regular shaft (15" transom), manual start, tiller handle control, standard aluminum propeller - 3 blade 9" Pitch size and remote fuel tank w/6.6 gallon capacity.	\$1,418.56	15M

Horsepower & RPM: 15 H.P. @ 5000 RPM
RPM Throttle Range: 5000 To 6000

(continued)

GASOLINE OUTBOARDS (Cont'd)

<u>Item</u> <u>No.</u>	<u>Item</u>	<u>Net</u> <u>Price</u>	<u>Model</u>
3.	<p>OUTBOARD MOTOR 2 cylinder developing 25 h.p., regular shaft (15" transom), tiller handle control, standard aluminum propeller - 3 blade 13" Pitch size and remote fuel tank w/6.6 gallon capacity.</p> <p>A. Manual start B. Electric start</p>	<p>\$1,643.62 \$1,766.38</p>	<p>25M 25EH</p>
<p>Horsepower & RPM: 25 H.P. @ 5000 RPM RPM Throttle Range: 5000 To 6000</p>			
4.	<p>OUTBOARD MOTOR 50 h.p., long shaft, (20" transom) electric start, remote steering connector kit, remote throttle and shifting capability, power trim, 16 amp alternator w/voltage regulator and variable oil injection. Note: Propeller not included - Aluminum & Stainless Steel Available</p>	<p>\$2,680.26</p>	<p>50ELPTO</p>
<p>Horsepower & RPM: 50 H.P. @ 5000 RPM RPM Throttle Range: 5000 To 5500</p>			
5.	<p>OUTBOARD MOTOR, 90 h.p., short shaft (20" transom) electric start, remote steering connector kit, remote throttle and shifting capability, power trim, 18 amp alternator w/voltage regulator and variable oil injection. Note: Propeller not included - Aluminum & Stainless Steel Available.</p>	<p>\$3,839.66</p>	<p>90ELPTO</p>
<p>Horsepower & RPM: 90 H.P. @ 5000 RPM RPM Throttle Range: 5000 To 5500</p>			

(continued)

GASOLINE OUTBOARDS (Cont'd)

<u>Item</u> <u>No.</u>	<u>Item</u>	<u>Net</u> <u>Price</u>	<u>Model</u>
6.	OUTBOARD MOTOR, 150 h.p., long shaft (25" transom) electric start, remote steering connector kit, remote throttle and shifting capability, power trim, 40 amp alternator w/dual voltage regulators and variable oil injection. Note: Propeller not included - Aluminum & Stainless Steel Available.	\$5,749.26	150XL Saltwater

Horsepower & RPM: 150 H.P. @ 5000 RPM
RPM Throttle Range: 5000 to 5600

7.	OUTBOARD MOTOR, 200 h.p., long shaft (25" transom) electric start, remote steering connector kit, remote throttle and shifting capability, power trim 40 amp alternator w/dual voltage regulators and variable oil injection. Note: Propeller not included - Aluminum & Stainless Steel Available.	\$6,956.40	200XL Saltwater
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Horsepower & RPM: 200 H.P. @ 5000 RPM
RPM Throttle Range: 5000 to 5600

Delivery: 30 Days A/R/O

Manufacturer: Mercury Marine - Div. of Brunswick Corp.

Price List Identification, Number, and Date: Mercury Outboard U.S. Price List Effective July 5, 2004

Discount from list for items that are not specifically noted: 38%

The listed sizes are representative of product line available. Contact contractor for complete net price list, catalog, accessory catalog and technical assistance.

NOTE:

All motors shall be sound sealed and completely vibration free. They must be equipped with a waterproof ignition and have a mechanical gear shift for neutral, forward and reverse unless otherwise specified. Motors below 25 horsepower shall be provided with the standard aluminum propeller and portable fuel tank as listed in the item under requirements. For motors 25 HP and above, propeller will be ordered separately as well as controls for non-tiller steer motors. Motors will be supplied with appropriate connectors for existing controls or those to be ordered. Stainless steel propellers may be substituted for the aluminum propellers at a price additional equal to the difference in list prices minus the discount. For motors 25 HP and above, vendor will be responsible for verifying with the ordering agency the need for a propeller and advising the proper size for their application.

Verado super-charged 4-stroke engines are only sold as a system. This system is the outboard, a SmartCraft DTS (digital throttle & shift) remote control and a electro hydraulic power steering kit. The DTS remote control kit and power steering kit along with necessary rigging components are "extra cost items". Approximate cost for single engine installations is \$2,000.00, for dual installations it is approximately \$3,000.00. All Verado engines must be installed and can only shipped to Mercury dealers and boat builders who are "certified" by Mercury Marine to do Verado engine installations.

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AGENCY NOTE:

All standard production Mercury and Mariner products have a two (2) year warranty, and a three (3) year limited corrosion failure warranty.

Due to US EPA emission standards being phased in now and through the year 2006, some of the outboards offered may not be available for the entire term of the contract. Discontinued models will be replaced by 2 or 4-stroke outboards that meet the 2006 US EPA emission standards. These low emission engines will be offered as replacements for any and all discontinued models that are under contract with the same conditions and terms.

Delivery on engines that are in the inventory at the time of order placement will be 14 days ARO. If outboards ordered are not in stock, delivery will be 30 days ARO. Due to jet pump manufacturer's extended lead times to supply with jet units, lead time for delivery of all jet outboards could be 45-60 days ARO.

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. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

NOTE TO CONTRACTOR:

In the event a specified manufacturer's product listed in the Contract Award Notification becomes unavailable or cannot be supplied to the State by the contractor for any reason (except as provided for in the "Savings/Force Majeure" clause in Appendix B, OGS General Specifications), a product deemed by the Office of General Services to be equal to or better than the specified product must be substituted by the contractor at no additional cost or expense to the State.

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). Click on "For Government - Contracts and Purchasing," then "Seller Information," then "Dispute Resolution Procedures for Vendors."

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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). Click on "For Government-Contracts and Purchasing," then "About Procurement," then "Non-State Agency Legal References." 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.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

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.

CONTRACT PERIOD AND RENEWALS:

Prices or discounts quoted are to be 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 this 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.

WARRANTIES:

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

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

Product literature and specifications must also be available.

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

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AMERICANS WITH DISABILITIES ACT (ADA):

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals.

Although it is not mandatory for contractors to have this equipment in order to receive an award, it is necessary to identify any such equipment they have which falls into the above category.

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

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.

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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.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate whether or not they will accept the NYS Purchasing Card for orders up to \$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.

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**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, Room 3711
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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