

State of New York Executive Department  
Office of General Services  
Procurement Services  
38th Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242  
<http://nyspro.ogs.ny.gov>

## REVISED CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 37000 – Mowing Equipment (Commercial and Golf Course Riding Type) (Statewide)</b>
		<b>Classification Code(s): 21</b>
<b>Award Number</b>	<b>:</b>	<b><a href="#">21459</a></b> (Replaces Award 20422)
<b>Contract Period</b>	<b>:</b>	<b>March 13, 2009 – March 12, 2015</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>August 21, 2008</b>
<b>Date of Issue</b>	<b>:</b>	<b>March 13, 2009 (Revised January 6, 2015)</b>
<b>As Incorporated In The Invitation for Bids</b>		
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Michael Riley Title : Contract Management Specialist 1 Phone : 518-474-6716 E-mail : michael.riley@ogs.ny.gov	Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.state.ny.us

**Procurement Services 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 (MSRP) on various models of Commercial and Golf Course Riding Type Mowing equipment and their associated options and accessories. All items and components normally furnished as required for the intended application shall be provided.

The award covers the outright purchase of new, current model year Commercial and Golf Course Riding Type mowing equipment. Under no circumstances may “demos” or “used” equipment be sold under contract without prior approval of the Office of General Services, New York State Procurement.

PR # 21459

(continued)

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

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT. #</u> <u>NYS VENDOR ID#</u>
PC64356 SB	BENTLEY BROS. INC. 13936 Rt. 31 Albion, NY 14411	585/589-9610 Ms. Laura Bentley Fax: 585/589-2114 E-mail: laura@bentleybrosinc.com Web: www.bentleybrosinc.com	160978718 1000007638
PC64357	BRIGGS & STRATTON POWER PRODUCTS GROUP LLC 5375 N. Main Street Munnsville, NY 13409	800/933-6175 Ext. 240 315/495-0100 Ext. 240 Mr. Bill Bower Fax: 315/495-2184 E-mail: bower.william@basco.com Web: www.ferrisindustries.com	391932782 1000041447
PC64358 SB	GRASSLAND EQUIPMENT & IRRIGATION CORP. 892-898 Troy-Schenectady Rd. Latham, NY 12110	800/564-5297 315/457-0181 Mr. Roger Lind Fax: 315/457-0312 E-mail: rlind@grasslandcorp.com Web: www.grasslandcorp.com	141460098 1000006720
PC64361	DEERE & COMPANY 2000 John Deere Run Cary, NC 27513	800/358-5010 Ext. 2055 919/804-2055 Ms. Becki Shadmani Fax: 309/749-2313 E-mail: shadmanirebeccad@johndeere.com Web: www.deere.com	362382580 1000009176

**VOLUME DISCOUNTS**

<u>No. of Mowers Purchased</u>	<u>Additional Discount</u>
3-4 units	1%
5-6 units	2%
7-8 units	3%
9 or more units	4%

PC64362	MORIDGE MANUFACTURING INC. P.O. Box 810 Moundridge, KS 67107	620/345-6301 Mr. Brent Dobson Fax: 620/345-2301 E-mail: bdobson@grasshoppermower.com Web: www.grasshoppermower.com	480649764 1000044878
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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT. #</u> <u>NYS VENDOR ID#</u>
PC64363	KPMEXCEPTIONAL LLC P.O. Box N Kenvil, NJ 07847	800/836-8484 Ext. 121 973/584-5400 Ext. 121 Mr. David Dollard Fax: 800/836-2329 973/584-4507 E-mail: david@kpmedi.com	223860231 1000033337
PC64364	MOFFETT TURF EQUIPMENT INC. 33 Thruway Park Drive West Henrietta, NY 14586	800/945-8873 585/334-0100 Mr. Thomas Houseknecht Fax: 585/334-6332 E-mail: thouseknecht@mte.us.com	271809298 1000019399
PC64365	BRODNER EQUIPMENT INC. 3918 Lyell Road Rochester, NY 14606 2% - 15 days	585/247-5218 Mr. Timothy Baum Fax: 585/247-6794 E-mail: tbaum@brodner.com Web: www.brodner.com	161105943 1000048146

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 NEW YORK STATE PROCUREMENT 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 NEW YORK STATE PROCUREMENT.

**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.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

New York State Procurement supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

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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).

**CONFLICT OF TERMS AND CONDITIONS:**

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A
- b. This Contract Award
- c. Appendix B
- d. Bidder's Bid

(continued)

PRICE:

**Price List Changes** - Price lists submitted with bid must remain in effect through November 30, 2009. Thereafter, new price lists will be considered when nationally published by the manufacturer in its normal manner. The contractor may request a price list revision by submitting three copies of each price list to the Office of General Services at no charge. Price lists will be reviewed for reasonableness and if compliant, OGS will approve and issue a Purchasing Memorandum notifying contract users of update.

Pending approval from OGS, updates (additions and deletions) to a contractor's price schedule may be made, and will become a part of the contract, whenever made by the manufacturer. All additions included in the contract will use either the bidder's original discount or a higher discount, if offered. This office (New York State Procurement, Office of General Services) must be notified, as stated above, to process the approval and make proper notification so orders and payments will not be delayed. Contractors are urged to allow at least 30 days for price list approvals.

Successful contractors shall provide using agencies with current approved catalogs/price lists or appropriate portions thereof upon request at no charge. Any items/products/categories in the price list not awarded by OGS must be removed, blacked out, etc. before being supplied to contract user.

**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. In addition, if the contractor's normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

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.

**Best and Final Price** - Agencies may request better net prices for large orders (e.g., order for over \$100,000) or when market conditions warrant.

**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. No delivery charge may be added if buyer picks up equipment from contractor.

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

The DAS will be used as follows. If the contractor point of business is in Albany (Region 3), and the desired delivery point is in White Plains (Region 5), the delivery charge will be \$240. 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).

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PRICE: (Cont'd)

**DAS (Delivery Allowance Schedule)**

**DAS - DELIVERY ALLOWANCE SCHEDULE**

Delivery to Region						
Region	1	2	3	4	5	6
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

**Region 1**

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

**Region 2**

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

**Region 3**

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

**Region 4**

Clinton  
 Essex  
 Franklin  
 St. Lawrence

**Region 5**

Dutchess  
 Orange  
 Putnam  
 Rockland  
 Sullivan  
 Ulster  
 Westchester

**Region 6**

Bronx  
 Kings  
 Nassau  
 New York  
 Queens  
 Richmond  
 Suffolk

**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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ACCEPTANCE OF NYS PROCUREMENT CARD FOR ORDERS UP TO \$15,000.00 & ELECTRONIC ACCESS ORDERING (EDI):

<u>Contractor</u>	<u>Accepts NYS Procurement Card</u>	<u>Additional Discount for Purchases Made With Card</u>	<u>Accepts Electronic Access Ordering (EDI)</u>
Bentley Bros. Inc.	Yes	0%	No
Briggs & Stratton Power Products Group LLC	No	N/A	No
Grassland Equipment & Irrigation Corp.	Yes	0%	No
Deere & Company	No	N/A	No
Moridge Manufacturing Inc.	Yes	0%	No
KPMExceptional LLC	No	N/A	Yes
Moffett Turf Equipment, Inc.	Yes	0%	No
Brodner Equipment, Inc.	Yes	0%	No

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**LOT I**

**CONTRACTOR**

**GRASSLAND EQUIPMENT & IRRIGATION CORP.**

**PRODUCT LINE**

**DISCOUNT**

**TORO**

Item 1	Zero Turning Mower	30%
Item 2	Greens Reel Mower	22%
Item 3	Fairway Reel Mower	22%
Item 4	Rough Gang Reel Mower	22%
Item 5	Rough Gang Rotary Mower	22%
Item 6	Trim Mower (Rotary)	22%
Item 7	Trim Mower (Reel)	22%
Item 8	OEM Options	22%
Item 9	Non-OEM Options	2%

**Mower / Tractor Price List:**

Toro Landscape Contractor Equipment (LCE) / Commercial Products Price List

LCE November 1, 2014 (Item 1)

Commercial Products November 1, 2014 (Item 2-8)

**Tractor Manufacturer/Brand/OEM Options:**

Toro Landscape Contractor Equipment / Commercial Products Price List

LCE November 1, 2014 (Item 1)

Commercial Products November 1, 2014 (Item 2-8)

**Other Attachments:**

Jodale Perry Corporation November 1, 2014 (Item 9)

M-B Companies Inc. MB Power Brooms, Power V-Plows & Dozer Blades August 1, 2014 (Item 9)

Erskine Attachments, LLC. July 15, 2014 (Item 9)

Sweepster January 1, 2009 (Item 9)

Delivery: 30 Days A/R/O

(continued)

**LOT II**

**CONTRACTOR**

**DEERE & COMPANY**

**PRODUCT LINE**

**DISCOUNT**

**JOHN DEERE**

Item 1	Zero Turning Mower	24.5%
Item 2	Greens Reel Mower	25.5%
Item 3	Fairway Reel Mower	25.5%
Item 4	Rough Gang Reel Mower	25.5%
Item 5	Rough Gang Rotary Mower	25.5%
Item 6	Trim Mower (Rotary)	24.5%
Item 7	Trim Mower (Reel)	Included with Items 2, 3, & 4 – 25.5%
Item 8	OEM Options	20.5%
Item 9	Non-OEM Options	0%

**LOT II, Item 1**

**Mower / Tractor Price List:**

Zero Turn Radius Mowers, C13

Dated: March 3, 2014

**Tractor Manufacturer/Brand/OEM Options:**

Zero Turn Radius Mowers, C13

Dated: March 3, 2014

**Other Attachments/Non-OEM Options:**

Zero Turn Radius Mowers, C13

Dated: March 3, 2014

**LOT II, Items 2, 3, & 4**

**Mower / Tractor Price List:**

Reel Mowers, G10

Dated: March 3, 2014

**Tractor Manufacturer/Brand/OEM Options:**

Reel Mowers, G10

Dated: March 3, 2014

**Other Attachments/Non-OEM Options:**

Reel Mowers, G10

Dated: March 3, 2014

**LOT II, Item 5**

**Mower / Tractor Price List:**

Special Application Mowers, G15

Dated: November 1, 2013

**Tractor Manufacturer/Brand/OEM Options:**

Special Application Mowers, G15

Dated: November 1, 2013

**Other Attachments/Non-OEM Options:**

Special Application Mowers, G15

Dated: November 1, 2013

(continued)

**LOT II** (Cont'd)

**CONTRACTOR**

**DEERE & COMPANY** (Cont'd)

**PRODUCT LINE**

**DISCOUNT**

**JOHN DEERE**

Item 1	Zero Turning Mower	24.5%
Item 2	Greens Reel Mower	25.5%
Item 3	Fairway Reel Mower	25.5%
Item 4	Rough Gang Reel Mower	25.5%
Item 5	Rough Gang Rotary Mower	25.5%
Item 6	Trim Mower (Rotary)	24.5%
Item 7	Trim Mower (Reel)	Included with Items 2, 3, & 4 – 25.5%
Item 8	OEM Options	20.5%
Item 9	Non-OEM Options	0%

**LOT II, Item 6**

**Mower / Tractor Price List:**

Commercial Front Mowers, C15

Dated: June 30, 2014

Commercial Wide Area Mowers, C18

Dated: November 1, 2013

**Tractor Manufacturer/Brand/OEM Options:**

Commercial Front Mowers, C15

Dated: June 30, 2014

Commercial Wide Area Mowers, C18

Dated: November 1, 2013

**Other Attachments/Non-OEM Options:**

Commercial Front Mowers, C15

Dated: June 30, 2014

Commercial Wide Area Mowers, C18

Dated: November 1, 2013

Debris Maintenance, G30

Dated: November 1, 2013

Delivery: 90 Days A/R/O

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**LOT III**

**CONTRACTOR**

**MOFFETT TURF EQUIPMENT, INC.**

**PRODUCT LINE**

**DISCOUNT**

**JACOBSEN**

Item 1	Zero Turning Mower	Not Available
Item 2	Greens Reel Mower	22.5%
Item 3	Fairway Reel Mower	22.5%
Item 4	Rough Gang Reel Mower	Not Available
Item 5	Rough Gang Rotary Mower	27%
Item 6	Trim Mower (Rotary)	27.5%
Item 7	Trim Mower (Reel)	22.5%
Item 8	OEM Options	0%
Item 9	Non-OEM Options	2.5%

**Mower / Tractor Price List:**

Jacobsen Turf Products  
Dated: January 14, 2014

**Tractor Manufacturer/Brand/OEM Options:**

Jacobsen Turf Products  
Dated: January 14, 2014

**Other Attachments:**

Jodale Perry  
Dated: 12/1/2009

MB Companies Inc  
Dated: June 2008

Sun Guard Canopies  
Dated: September 2008

Delivery: 30 Days A/R/O

(continued)

**LOT IV**

**CONTRACTOR**

**BENTLEY BROTHERS INC.**

**PRODUCT LINE**

**DISCOUNT**

**KUBOTA**

Item 1	Zero Turning Mower	18%
Item 2	OEM Options	15%
Item 3	Non-OEM Options	Not Available

**Mower / Tractor Price List:**

Kubota Wholegoods F, ZG, ZD, ZP Series Zero Turn Mowers  
Dated: April 1, 2014

**Tractor Manufacturer/Brand/OEM Options:**

Kubota Wholegoods F, ZG, ZD, ZP Series Zero Turn Mowers  
Dated: April 1, 2014

Delivery: 45 Days A/R/O

**CONTRACTOR**

**BRIGGS & STRATTON POWER PRODUCTS GROUP LLC**

**PRODUCT LINE**

**DISCOUNT**

**FERRIS**

Item 1	Zero Turning Mower	33.5%
Item 2	OEM Options	10.5%
Item 3	Non-OEM Options	10.5%

**Mower / Tractor Price List:**

Ferris IS Series Zero Turn Mowers  
Dated: January 1, 2015

**Tractor Manufacturer/Brand/OEM Options:**

Ferris IS Series Zero Turn Mowers  
Dated: January 1, 2015

**Other Attachments:**

Ferris IS Series Zero Turn Mowers  
Dated: January 1, 2015

Delivery: 30 Days A/R/O

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**LOT IV** (Cont'd)

**PRODUCT LINE**

**CUB CADET**

**BRAND NO LONGER AVAILABLE  
UNDER CONTRACT**

(continued)

**LOT IV** (Cont'd)

**CONTRACTOR**

**KPMEXCEPTIONAL, LLC**

**PRODUCT LINE**

**DISCOUNT**

**SCAG**

Item 1	Zero Turning Mower	20.5%
Item 2	OEM Options	20.5%
Item 3	Non-OEM Options	20.5%

**Mower / Tractor Price List:**

Scag Power Equipment Retail Price List  
Zero Turn Riders  
Dated: October July 29, 2013

**Tractor Manufacturer/Brand/OEM Options:**

Scag Power Equipment Retail Price List  
Accessories  
Dated: July 29, 2013

**Other Attachments:**

Scag Power Equipment Retail Price List  
Accessories  
Dated: October July 29, 2013

Delivery: 10 Days A/R/O

**CONTRACTOR**

**MORIDGE MANUFACTURING INC.**

**PRODUCT LINE**

**DISCOUNT**

**GRASSHOPPER**

Item 1	Zero Turning Mower	23%-25%
Item 2	OEM Options	15%

**Mower / Tractor Price List:**

Grasshopper Zero Turn Mower  
Implements & Accessories  
Dated: September 1, 2013 Price List, updated March 2014

**Tractor Manufacturer/Brand/OEM Options:**

Grasshopper Zero Turn Mower  
Implements & Accessories  
Dated: September 1, 2013 Price List, updated March 2014

**Other Attachments:**

Grasshopper Zero Turn Mower  
Implements & Accessories  
Dated: September 1, 2013 Price List, updated March 2014

Delivery: 30 Days A/R/O

(continued)

**LOT IV** (Cont'd)

**CONTRACTOR**

**MOFFETT TURF EQUIPMENT, INC.**

**PRODUCT LINE**

**DISCOUNT**

**HUSQVARNA**

Item 1	Zero Turning Mower	20%
Item 2	OEM Options	5%

Mower / Tractor Price List:

Husqvarna Unit & Accessory Price Guides  
Dated: January 1, 2014 Retail

Tractor Manufacturer/Brand/OEM Options:

Husqvarna Unit & Accessory Price Guides  
Dated: January 1, 2014 Retail

Delivery: 30 Days A/R/O

**CONTRACTOR**

**BRODNER EQUIPMENT INC.**

**PRODUCT LINE**

**DISCOUNT**

**EXMARK**

Item 1	Zero Turning Mower	29.5%
Item 2	OEM Options	20.5%
Item 3	Non-OEM Options	Not Available

Mower / Tractor Price List:

2010-2011 Exmark Retail Price List  
Effective January 1, 2014

Tractor Manufacturer/Brand/OEM Options:

2010-2011 Exmark Retail Price List  
Effective January 1, 2014

Delivery: 7 Days A/R/O

**LOT V**

**NO AWARD FOR THIS LOT**

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**DELIVERY:**

**General** - Delivery is expressed in number of calendar days required to make delivery after receipt of purchase order (ARO). Product is required as soon as possible.

**Purchase Order Instructions** - Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, of applicable, from the Office of General Services, New York State Procurement.

**Expansion of Delivery Points** - Upon mutual agreement, delivery locations may be expanded per the "Non-State Agencies Participation in Centralized Contracts" and "Extension of Use" clauses incorporated herein.

**CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

Price decreases or discount increases are permitted at any time.

If mutually agreed between the New York State Procurement 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.

**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, New York State Procurement 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.

**DEBRIEFING:**

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

(continued)

**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.

**NEW YORK STATE PROCUREMENT DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' New York State Procurement to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to New York State Procurement bid solicitations or contract awards. New York State Procurement encourages vendors to seek resolution of disputes through consultation with New York State Procurement staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of New York State Procurement 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)).

**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.

**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.  
Warranty shall be honored by all authorized manufacturer's dealers in New York State.  
The warranty period for all coverage begins on the date equipment is accepted.  
All costs associated with services for warranted items will be borne by the contractor.  
All costs not covered by warranty will be borne by the procuring entity.

**RECALLS:**

The contractor must immediately notify the Office of General Services, New York State Procurement of any recalls pertaining to mowing equipment.

**INSTRUCTION OF PERSONNEL:**

Within five business days of delivery of product, the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is operated and operator maintained so as to perform to the full extent of its design capabilities. Agency shall designate personnel which are to receive instruction.

(continued)

**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 quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

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

Item/ Sub Item Number	Product or Catalog Number	Total Quantity Shipped to State Agencies	Total Quantity Shipped to		Total Sales \$ State Agencies	Total Sales \$ Authorized Non-State Agencies
			<u>Authorized</u> Non-State Agencies			
					\$	
			Grand Total Sales State and Non-State Agencies			\$

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, New York State Procurement, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

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

**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.

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**PURCHASE ORDERS AND INVOICING:**

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

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

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

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

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

Failure to comply may result in lengthy payment delays.

**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 the State of New York and of local authorities having jurisdiction in effect at the time of delivery.

**NOTE:**

Roll Over Protection Structures (R.O.P.S.) shall be provided on all equipment powered by engines of 21 HP or greater. ROPS must be provided on all units that have seat belts.

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**"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.

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

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

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

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

**CONTRACT PERIOD:**

The State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

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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 (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS New York State Procurement Customer Services at 518-474-6717.

**EXTENSION OF USE:**

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

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**State of New York  
Office of General Services  
PROCUREMENT SERVICES  
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 & email to customer.services@ogs.ny.gov or mail to:**

**PROCUREMENT SERVICES**  
Customer Services, 37th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*

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