

**State of New York Executive Department**  
**Office Of General Services**  
**Procurement Services Group**  
**Corning Tower Building - 38th Floor**  
**Empire State Plaza**  
**Albany, New York 12242**  
<http://www.ogs.state.ny.us>

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 40510 – INTERNATIONAL TRUCK REPLACEMENT PARTS (DOT)</b>	
		<b>Classification Code: 25</b>	
<b>Award Number</b>	<b>:</b>	<b><a href="#">20337</a></b>	<b>(Replaces Award 19126)</b>
<b>Contract Period</b>	<b>:</b>	<b>September 1, 2006 to August 31, 2009</b>	
<b>Bid Opening Date</b>	<b>:</b>	<b>June 6, 2006</b>	
<b>Date of Issue</b>	<b>:</b>	<b>September 1, 2006</b>	
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>	
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>	

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name</b> : Patricia Weidman <b>Title</b> : Purchasing Officer 1 <b>Phone</b> : 518-402-5552 <b>Fax</b> : 518-474-8676 <b>E-mail</b> : <a href="mailto:pat.weidman@ogs.state.ny.us">pat.weidman@ogs.state.ny.us</a>	<b>Customer Services</b> <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : <a href="mailto:customer.services@ogs.state.ny.us">customer.services@ogs.state.ny.us</a>

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

### Description

This award provides the Department of Transportation with a contract for International truck replacement parts.

PR # 20337

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC62585 SB	ARKEL MOTORS, INC. 70 Windsor Highway New Windsor, NY 12553	845/562-0691 Mr. Rodney McCarthy Fax: 845/562-3845 E mail: <a href="mailto:parts@arkelmotors.com">parts@arkelmotors.com</a> Web: arkelmotors.com	141459500
PC62586 SB	H.L. GAGE SALES, INC. 121 Washington Ave. Ext. Albany, NY 12205	518/456-8871 Mr. Bill Hillman Fax: 518/456-0705 E mail: ronv@hlgage.com	141511179
PC62587 SB	M. A. JERRY & CO., INC. 4365 Route 22, PO Box 338 Plattsburgh, NY 12901 DISC: .5 - 15 days	800/836-6257 518/561-6770 x101 Mr. Mark Jerry Fax: 518/561-6814 E mail: mark@majerry.com	141633750
PC62588 SB	PILUSO'S SERVICE 121 Mohawk Street Whitesboro, NY 13492	315/736-6411 Mr. Tony Sacco Fax: 315/736-1013 E mail: <a href="mailto:pilusos1@ntnet.com">pilusos1@ntnet.com</a>	161172002
PC62589	REGIONAL INTERNATIONAL CORPORATION 1007 Lehigh Station Road Henrietta, NY 14424	800/836-0409 585/359-2011 Ms. Gina Carello Fax: 585/359-2418 E mail: rochparts@regionalint.com Web: www.regionalinternational.com -or- 800/222-3147 716/681-9500 Mr. Gary Jankowiak Fax: 716/681-3138 E mail: <a href="mailto:gjankowiak@regionalint.com">gjankowiak@regionalint.com</a>	161361164
PC62590	STADIUM INTERNATIONAL TRUCKS, INC. 578 Conklin Road Binghamton, NY 13903	877/217-9026 607/724-9125 Mr. Steve Terry Fax: 607/722-5624 E mail: sterry@stadiumtrucks.com	222415919

(continued)

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

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC62591 SB	STADIUM INTERNATIONAL TRUCKS, INC. 105 7 <sup>th</sup> North Street Liverpool, NY 13088	315/475-8477 Mr. Kevin Lewis Fax: 315/475-9979	222415919
PC62592 SB	SYOSSET TRUCK SALES, INC. 1561 Stewart Avenue Westbury, NY 11590	516/683-9111 Mr. Phil Bucher Fax: 516/683-6141 E mail: parts@syossettrucks.com	111864421

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.

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

The Procurement Services Group 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

(continued)

**NOTE TO AUTHORIZED USERS:**

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

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

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

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

**PRICE:**

**General** - Price includes all customs duties and charges and are net, F.O.B. destination to delivery points listed herein, including tailgate delivery.

Price shall be determined by applying the bidder's stated discount to the manufacturer's "Major Fleet" price in effect at time of placing order.

**Revised Price List** - CONTRACTOR SHALL NOTIFY THE OFFICE OF GENERAL SERVICES IN WRITING A MINIMUM OF TWO WEEKS PRIOR TO EFFECTIVE DATE OF REVISED PRICE LIST AND SHALL SUBMIT TWO COPIES OF REVISED PRICE LIST. (Also see separate "Price Sheets and Service" clause herein.)

**Emergency Orders** - For emergency orders, an agency may request shipment by other than normal method. The difference in transportation charges will be borne by the ordering agency. Such charges should be shown separately, on the voucher.

**Purchasing From Other Sources** - It is understood and agreed that the Department of Transportation may, if it so desires, purchase its requirements of International Motor Truck Replacements Parts from other sources of supply, providing its requirements do not total more than \$1,500 net, with a 30-day period.

Additionally, it is understood and agreed that the Department of Transportation may also purchase from other sources replacement parts that are equal in form, function and utility to those re-packaged or re-labeled for sale by International Trucks, providing those parts are available under terms which are more economically efficient to the state agency (e.g., delivery terms, warranty terms, etc.).

**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 negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$50,000.

**Price List Revision** - The manufacturer's published price list shall be subject to revision in accordance with changes which may be made by the manufacturer.

Each revision shall be submitted to the Office of General Services and NYS Department of Transportation at no charge as required in "PRICE" clause.

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PRICE (Cont'd):

**Unworkable Price Structure** - Should the price structure utilized by the parties become unworkable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Commissioner and no adjustment in price is mutually agreeable, the Commissioner reserves the sole right upon 10 days written notice mailed to the contractor to terminate contract. If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an unworkable price structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Office of General Services, Procurement Services Group. Such notification shall not relieve the contractor of its responsibilities under the contract.

The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

**ACCEPTANCE OF NEW YORK STATE PURCHASING CARD FOR ORDERS UP TO \$10,000:**

The following contracts have indicated that they will accept the New York State Purchasing Card for orders up to \$10,000:

<u>Contractor</u>	<u>Additional Discount for purchases made with card</u>
Arkel Motors	0%
H.L. Gage Sales	0%
M. A. Jerry & Co., Inc.	.5%
Piluso's Service	0%
Regional International Corp.	0%

**DEPARTMENT OF TRANSPORTATION ITEM REPLACEMENT PARTS:**

International Motor Truck type replacement parts, as listed in the "Major Fleet" price column of Price List dated December 26, 2005 or the latest revision thereof.

**GUARANTEED DELIVERY**

	<u>DISCOUNT FROM MAJOR FLEET PRICE</u>	<u>STOCK ITEM</u>	<u>NON-STOCK ITEM</u>	<u>EMERGENCY ITEM SHIPPED</u>	<u>CONTRACTOR</u>
REGION 1:	8%	2 days	10 days	1 day	H. L. Gage Sales, Inc.
REGION 2:	7%	2 days	4 days	1 day	Piluso's Service
REGION 3:	8%	1 day	4 days	1 day	Stadium Int'l (Liverpool)
REGION 4:	8%	1 day	5 days	1 day	Regional Int'l Corp.
REGION 5:	8%	1 day	5 days	1 day	Regional Int'l Trucks
REGION 6:	8%	1 day	5 days	1 day	Regional Int'l Corp.
REGION 7:	16.5%	2 days	14 days	1 day	M. A. Jerry & Co., Inc.
REGION 8:	16%	1 day	3 days	1 day	Arkel Motors
REGION 9:	11%	1 day	5 days	1 day	Stadium Int'l (Binghamton)
REGION 10:	21%	1 day	6 days	1 day	Syosset Truck Sales Inc.

**NOTE: M.A. Jerry & Co., Inc. will extend contract pricing to eligible non-State agencies in Region 7.**

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**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO 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.

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)).

**DELIVERY:**

For all items which are normally stocked by the contractor, shipment shall be made within two (2) days of receipt of order.

If non-stock items are ordered, the contractor shall immediately so advise the agency and shall make shipment within fifteen (15) days. If shipment cannot be made within the allotted time, purchase may be made in the open market without penalty to the contractor and without regard to \$1,500.00 limitation specified previously under "Price".

Shipment of emergency items shall be made immediately.

Agency shall also be accorded "over-the-counter" service.

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**REGIONS:**

The Department of Transportation Regions and delivery points are as follows: New York State Department of Transportation Equipment Management Shops.

<u>REGIONS</u>	<u>DELIVERY POINTS</u>
1	21 Ninth St., Waterford, NY 12188
2	Harbor Lock Rd., Utica, NY 13503
3	5450 So. Bay Rd., No. Syracuse, NY 13212
4	2797 Clover St., Pittsford, NY 14534
5	4717 So. Western Blvd., Hamburg, NY 14075
6	7000 Cty Rt 70A, Hornell, NY 14843
7	Box 22422 - Route 342, Watertown, NY 13601
8	272-278 Violet Ave., Poughkeepsie, NY 12601
9	241 Cobleskill Rd., Binghamton, NY 13901
10	375 N. Carlton Ave., Central Islip, NY 11722

The above Regions consist of the following counties:

<u>REGION 1</u>	<u>REGION 2</u>	<u>REGION 3</u>	<u>REGION 4</u>	<u>REGION 5</u>
Albany	Fulton	Cayuga	Genesee	Cattaraugus
Essex	Hamilton	Cortland	Livingston	Chautauqua
Greene	Herkimer	Onondaga	Monroe	Erie
Rensselaer	Madison	Oswego	Ontario	Niagara
Saratoga	Montgomery	Seneca	Orleans	
Schenectady	Oneida	Tompkins	Wyoming	
Warren			Wayne	
Washington				
<u>REGION 6</u>	<u>REGION 7</u>	<u>REGION 8</u>	<u>REGION 9</u>	<u>REGION 10</u>
Alleghany	Clinton	Columbia	Broome	Nassau
Chemung	Franklin	Dutchess	Chenango	Suffolk
Schuyler	Jefferson	Orange	Delaware	
Steuben	Lewis	Putnam	Otsego	
Yates	St. Lawrence	Rockland	Schoharie	
		Ulster	Sullivan	
		Westchester	Tioga	

**CONTRACT PERIOD AND EXTENSION:**

**General** - 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.

**Unilateral Short Term Extension by the State** - In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

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CONTRACT PERIOD AND EXTENSION (Cont'd):

**Cancellation After August 31, 2007** - Either the contractor or the State may unilaterally cancel the contract on a monthly basis any time after the anticipated initial one year period (**September 1, 2006 - August 31, 2007**) by providing written notification at least 4 (four) months prior to the effective date of cancellation. (NOTE: The State reserves the right to award a contract to another vendor/bid to replace a contract that may be cancelled.)

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

**Contract Cancellation** - If a contract is cancelled, the State reserves the right to make award on another compliant bid for the original bid letting, but is not obligated to do so; the State is not obligated to hold another bid letting.

**Mutual Extension of Time Period** - If mutually agreed between the Procurement Services Group and the contractor, the contract may be extended under the same terms and conditions for an additional period(s) of up to two years; extension may be exercised on a month to month basis such as an additional three month, six month, twelve month, or 24 month period.

GUARANTEE:

The contractor guarantees that the replacement parts offered are genuine standard new stock product specifically designed and manufactured for use with original equipment; also that no part shall be substituted contrary to the manufacturer's recommendation. Every replacement part delivered shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part shall be immediately replaced by the contractor without any cost to the State.

PRICE SHEETS AND SERVICE:

Contractors in Regions 2-10 shall furnish two (2) complete sets of current price sheets to delivery point in their region, at no charge. Contractor in Region 1 shall furnish two (2) complete sets of current price sheets to delivery point indicated, 1 complete set to Equipment Management (Attn: Frank Bonesteel), NYS Department of Transportation, POD 5-2, 50 Wolf Road, Albany, NY, 12232 and 2 complete sets to Office of General Services, Procurement Services Group, 38th floor, Corning Tower Bldg., Empire State Plaza, Albany, NY 12242, at no charge.

In lieu of this, manufacturer may mail the required number of price sheets directly to delivery points listed below, as well as above addresses. If no award is made in Region 1, the **manufacturer** shall mail the required number of price sheets directly to the above addresses at no charge.

Upon request, contractor shall assist the using agency in the use of the price sheets.

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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, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242  
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