

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

## REVISED CONTRACT AWARD NOTIFICATION

<b>Title</b>	:	<b>Group 40590 - TRUCKS (Heavy Duty), W/DUMP, SNOWPLOW &amp; TRACTOR TYPE CONFIGURATIONS (DOT) Classification Code(s): 22 &amp; 25</b>
<b>Award Number</b>	:	<b><u>21677</u></b> (Replaces Award 19208)
<b>Contract Period</b>	:	<b>September 1, 2009 to August 31, 2014</b>
<b>Bid Opening Date</b>	:	<b>May 27, 2009</b>
<b>Date of Issue</b>	:	<b>August 3, 2009 (Revised June 27, 2013)</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

#### State Agencies & Vendors

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**The New York State Procurement values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

This contract is an agency specific for use by the NYS Department of Transportation only.  
It contains heavy duty dump trucks with dump, snowplow and tractor type configurations.

PR # 21677

(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>
PC64698	BEAM MACK SALES & SERVICE, INC. 2674 W. Henrietta Road Rochester, NY 14623	877/232-6094 585/424-4860 Mr. David Pyfrom Fax: 585/272-8851 E-Mail: davep@beammack.com Web: www.beammacktrucks.com	160742432

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 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:**

The 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

**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).

SCOPE:

Contract will be for a term of (5) years (starting with current Model Year trucks). It contains heavy duty trucks, dump and tractor type with snowplows. All vehicles must comply with the Detailed Specifications listed in the Invitation for Bids.

The State also requires a Pilot Model Inspection during the first year of the contract and reserves the right to require additional Pilot Model Inspections for each subsequent year the contract is in effect.

**NOTE: Delivery of all trucks ordered in the first year of the contract is required by September 15, 2010 and delivery of trucks ordered in subsequent years is required by September 15<sup>th</sup>. If DOT does not place order by September 15<sup>th</sup> of any given year, contractor will have one year from the actual order date to deliver all trucks.**

PRICE:

Prices include all customs duties and charges and is net, F.O.B. destination to all points in New York State as indicated by the "DELIVERY LOCATION AND QUANTITY SCHEDULE" shown on page 19 herein.

No Charge Equipment - In the event optional equipment is promoted as "no charge", then that equipment shall be provided at no charge on all deliveries made on the effective date of the promotion or thereafter; or a credit shall be issued if not provided.

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. Additionally, price decreases as indicated by a quarterly review of the applicable PPI index, will be reflected in contract pricing upon written notice by the Office of General Services to the contractor.

Firm Pricing - Prices or discounts quoted are to be firm for the entire contract period and the extension period/s, if any, except for the price changes as allowed in the "PPI Price Adjustment" below. See also "Additional Price Adjustments for Consideration", and "Other Price Adjustments", located under PRICE.

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PRICE: (Cont'd)

PPI Price Adjustment - OGS shall make adjustments in pricing to specific truck configurations each April (starting April 2011). See adjustment schedule, next page. Adjustment for these cab chassis, bodies, and plows shall be based on changes in the Producer Price Index identified below, comparing the “Annual” average as computed by the U.S. Bureau of Labor Statistics for the “just passed” calendar year of the contract with the “Annual” average for the year the bid opening was held. Calculation will be rounded to nearest thousandth and will be from information posted on the web by Bureau of Labor Statistics the last full week of March. If the “Annual” data is not posted, then the “Annual” may be calculated from the data that is posted. Detail follows on the PPI, formula, applicable “annuals”, etc.:

In addition to using WPU141302 to adjust prices in April, OGS will also use WPU10121208 – Metals and Metal Products (Item: Stainless and other Alloy Steel Scrap) Not Seasonally Adjusted. Price adjustments using WPU141302 will apply to 92% of the truck. The Stainless Steel PPI adjustment will apply to the remaining 8%.

PPI

Series ID: WPU141302  
Not Seasonally Adjusted  
 Group: Transportation Equipment  
 Item: Completed Vehicles on Purchased Chassis  
 (This series applies to 92% of the vehicle price)

Series ID: WPU10121208  
Not Seasonally Adjusted  
 Group: Metals and Metal Products  
 Item: Stainless and other Alloy Steel Scrap  
 (This series applies to 8% of the vehicle price)

(Web access: <http://data.bls.gov/cgi-bin/srgate>)

**FORMULA**

$$= (\text{WPU141302 for "just passed" calendar year} / (\text{WPU141302 for 2009 Bid Opening Year}) \times 0.92 + (\text{WPU10121208 for "just passed" calendar year} / (\text{WPU10121208 for 2009 Bid Opening Year}) \times 0.08$$

**PERIODS FOR PRICE ADJUSTMENT**

<u>Year of Contract</u>	<u>Time Period</u>	<u>Adjustment Schedule</u>
1	Date of Award Issue - March 2010	No Adjustment
2	April 2010 - March 2011	No Adjustment
3	April 2011 - March 2012	Per PPI
4	April 2012 - March 2013	Per PPI
5	April 2013 - March 2014	Per PPI

**EXAMPLE ONLY:**

The example below uses “fictional” PPI information for illustration purposes. The information, calculations, etc., are for illustration only and may not reflect actual changes in the PPI, allowable adjustments in price, etc., that might occur in the future. For this example, a bid opening of May 2009 is being used.

WPU141302 Series ID:	WPU10121208 Series ID:
2009 Annual Average = 137.4	2009 Annual Average = 230.0
2010 Annual Average = 141.1	2010 Annual Average = 241.3
2011 Annual Average = 151.9	2011 Annual Average = 263.8
2012 Annual Average = 160.2	2012 Annual Average = 270.1
2013 Annual Average = 162.6	2013 Annual Average = 291.7

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Adjustment calculation for April 2011 – March 2012:

$$\begin{aligned} &= (\text{WPU141302 for 2010}) / (\text{WPU141302 for 2009 Bid Opening Year}) \times 0.92 + \\ &\quad (\text{WPU10121208 for 2010}) / (\text{WPU10121208 for 2009 Bid Opening Year}) \times 0.08 \\ &= 141.1/137.4 \times 0.92 + 241.3/230.0 \times 0.08 \\ &= 0.944774 + 0.083930 = 1.028705 \end{aligned}$$

ADJUSTMENT FACTOR: 1.029

Prices bid in 2009 and shown on award would be multiplied by 1.029 and prices on orders would be 2.9% higher for period of April 2011 – March 2012.

Adjustment calculation for April 2012 – March 2013:

$$\begin{aligned} &= (\text{WPU141302 for 2011}) / (\text{WPU141302 for 2009 Bid Opening Year}) \times 0.92 + \\ &\quad (\text{WPU10121208 for 2011}) / (\text{WPU10121208 for 2009 Bid Opening Year}) \times 0.08 \\ &= 151.9/137.4 \times 0.92 + 263.8/230.0 \times 0.08 \\ &= 1.017089 + 0.091757 = 1.108845 \end{aligned}$$

ADJUSTMENT FACTOR: 1.109

Prices bid in 2009 and shown on award would be multiplied by 1.109 and prices on orders would be 10.9% higher for period of April 2012 – March 2013.

Adjustment calculation for April 2013 – March 2014:

$$\begin{aligned} &= (\text{WPU141302 for 2012}) / (\text{WPU141302 for 2009 Bid Opening Year}) \times 0.92 + \\ &\quad (\text{WPU10121208 for 2012}) / (\text{WPU10121208 for 2009 Bid Opening Year}) \times 0.08 \\ &= 160.2/137.4 \times 0.92 + 270.1/230.0 \times 0.08 \\ &= 1.072664 + 0.093948 = 1.166612 \end{aligned}$$

ADJUSTMENT FACTOR: 1.167

Prices bid in 2009 and shown on award would be multiplied by 1.167 and prices on orders would be 16.7% higher for period of April 2013 – March 2014.

For Price Additional Options, price adjustments will be allowed when introduced by the manufacturer when their nationally published price list is updated. Requests for updates must be submitted to the Office of General Services for approval. Contractor should allow 30 days for OGS to process price adjustment paperwork. Price increases may not be implemented until OGS approves the request.

**CHANGE IN INDEX:**

If different index (es) or publication(s) are used during the contract period (i.e. PPI index is changed) the formula would be adjusted accordingly. If the base year for the index changes, a change would be made in the formula as needed.

Additional Price Adjustment for Consideration - Notwithstanding the allowable PPI and PRICE ADDITIONAL OPTIONS, an adjustment in price may be permitted during the contract period if a government mandated program such as a new standard for emissions takes effect OR of the manufacturer supplying the contractor undergoes a complete change in platform. Contractor will be required to provide adequate, suitable documentation to the Office of General Services, who will then determine if the requested price change is verifiable and reasonable. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the PPI Price Adjustment. The Office of General Services reserves the right to terminate the contract(s) if it deems the price adjustments pursuant to this paragraph is not in the best interests of the state. Such a price adjustment is also subject to approval by the Office of the State Comptroller.

Other Price Adjustments - No additional, separate adjustment in price for fuel, labor, etc; shall be permitted. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs to the contractor, will not be allowed during the contract period.

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BIDDERS PLEASE NOTE THAT DELIVERY OF ALL TRUCKS  
ORDERED BY SEPTEMBER 15<sup>TH</sup> IS REQUIRED BY  
SEPTEMBER 15 OF SUBSEQUENT YEAR. CAREFULLY  
READ THE LIQUIDATED DAMAGES CLAUSE ON PAGE 18.

**LOT I**

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u> <u>Price</u>
1.	DUMP TRUCK (Single Rear Axle): (DOT type #9347) having a 10' rear discharge, combination dump body, one-way front plow, a tilting front hitch assembly & single curbside patrol type wing plow, complete as per Detailed Specifications.	45	\$168,134.12
2.	DUMP TRUCK (Single Rear Axle): (DOT type #9387) having a 10' rear discharge, combination dump body, reversing front plow, a tilting front hitch assembly & single curbside patrol type wing plow, complete as per Detailed Specifications.	45	\$167,357.61
3.	DUMP TRUCK (Single Rear Axle): (DOT type #9366) having a 10' rear discharge, combination dump body, reversing front plow, a tilting front hitch assembly & dual patrol type wing plow, complete as per Detailed Specifications.	45	\$176,881.85
4.	DUMP TRUCK (Single Rear Axle): (DOT type #9378) having a 10' rear discharge, combination dump body, one-way front plow, a tilting front hitch assembly & single curbside high-mast leveling patrol type wing plow, complete as per Detailed Specifications.	45	\$168,746.30

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**LOT I**

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>
5.	DUMP TRUCK (Single Rear Axle): (DOT type #9388) having a 10' rear discharge, combination dump body, reversing front plow, a tilting front hitch assembly & single curbside high-mast leveling patrol type wing plow, complete as per Detailed Specifications.	45	\$167,969.79
6.	DUMP TRUCK (Single Rear Axle): (DOT type #9368) having a 10' rear discharge, combination dump body, reversing front plow, a tilting front hitch assembly & dual high-mast leveling patrol type wing plow, complete as per Detailed Specifications.	45	\$178,102.98
7.	DUMP TRUCK (Tandem Rear Axle): (DOT type #9447) having a 13' rear discharge, combination dump body, a one-way front plow, tilting front hitch assembly, & single curbside patrol type wing plow, complete as per Detailed Specifications.	45	\$178,242.84
8.	DUMP TRUCK (Tandem Rear Axle): (DOT type #9487) having a 13' rear discharge, combination dump body, reversing front plow, a tilting front hitch assembly & single curbside patrol type wing plow, complete as per Detailed Specifications.	45	\$177,466.34

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**LOT I**

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>
9.	DUMP TRUCK (Tandem Rear Axle): (DOT type #9466) having a 13' rear discharge, combination dump body, reversing front plow, tilting front hitch assembly, & dual patrol type wing plow, complete as per Detailed Specifications.	50	\$186,939.02
10.	DUMP TRUCK (Tandem Rear Axle): (DOT type #9468) having a 13' rear discharge, combination dump body, a one-way front plow, tilting front hitch assembly, single curbside high mast leveling patrol type wing plows, complete as per Detailed Specifications.	50	\$178,855.02
11.	DUMP TRUCK (Tandem Rear Axle): (DOT type #9488) having a 13' rear discharge, combination dump body, reversing front plow, tilting front hitch assembly, single curbside high mast leveling patrol type wing plows, complete as per Detailed Specifications.	50	\$178,077.44
12.	DUMP TRUCK (Tandem Rear Axle): (DOT type #9469) having a 13' rear discharge, combination dump body, reversing front plow, tilting front hitch assembly, & dual high mast leveling patrol type wing plows, complete as per Detailed Specifications.	50	\$188,135.45
13.	TRACTOR TRUCK (Tandem Rear Axle): (DOT type #0360) having a sliding fifth wheel in lieu of a body, hydraulics for material spreader, a one-way front plow, a tilting front hitch assembly, & single curbside patrol type wing plow, complete as per Detailed Specifications.	20	\$152,463.08

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**LOT I**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>
<b><u>OPTIONAL EQUIPMENT:</u></b>			
(P1)	PLOW (SNOW), HIGH MOLDBOARD ONE-WAY-RIGHT FRONT, ILO ONE WAY PLOW as per Detailed Specifications.	150	\$594.00
(P3)	PLOW (SNOW), UNDERBODY SCRAPER/GRADER BLADE TYPE, as per Detailed Specifications.	50	\$9,603.00
(P4)	PLOW (SNOW), FRONT REVERSING, TRIP EDGE TYPE, ILO FULL TRIP MOLDBOARD, as per Detailed Specifications.	100	\$1,118.00
(P5)	MAKE: PLOWGUARD PART NUMBER: PS-6-4-12. Each single wing truck requires 5 guards, each dual wing truck requires 7 guards. 3 per front plow and 2 per wing plow.	3,280	\$144.00
(S)	Price deduct for providing engine manufactured before 1/1/2010.	116	\$(9,600.00) Price Deduct
(U1)	DUMP BODY (Single Rear Axle): this optional price is for providing a SINGLE DIRECTION CONVEYOR to the front of the dump body with ONE hydraulic conveyor drive motor, & shall be complete as per Detailed Specifications.	25	\$5,001.00
(U2)	DUMP BODY (Tandem Rear Axle): this optional price is for providing a SINGLE DIRECTION CONVEYOR to the front of the dump body with ONE hydraulic conveyor drive motor, & shall be complete as per Detailed Specifications.	25	\$5,627.00

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**LOT I**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>
OPTIONAL EQUIPMENT:			
(V1)	DUMP BODY (Single Rear Axle): this optional price deduct is for providing a conventional 10' body in lieu of combination body & shall be complete as per Detailed Specifications.	5	\$(10,632.00) Price Deduct
(V2)	DUMP BODY (Tandem Rear Axle): this optional price deduct is for providing a conventional 13' body in lieu of combination body & shall be complete as per Detailed Specifications.	5	\$(13,363.00) Price Deduct
(W1)	COR TEN STEEL (Single Axle Combination Body) this optional price deduct is for providing cor ten steel in lieu of 304 stainless steel.	270	\$(2,854.00) Price Deduct
(W2)	COR TEN STEEL (Tandem Axle Combination Body) this optional price deduct is for providing cor ten steel in lieu of 304 stainless.	290	\$(3,161.00) Price Deduct
(Z1)	LIQUID CHEMICAL DISPENSING SYSTEM (Hopper/Conveyor-Bed Style Dump Unit/s::	200	\$3,205.00

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**LOT I**

Item

No.

14. PRICE ADDITIONAL OPTIONS - Purchases from  
**CHASSIS MANUFACTURER'S** nationally published price  
list only.

The ordering agency may utilize the chassis  
manufacturer's standard price list to order additional  
options/components/etc.

Discount Offered From MSRP: 30%

Name, Number & Date of Chassis Manufacturer's Price List: Macktraq 10B Pricing April 1, 2009

15. PRICE ADDITIONAL OPTIONS - Purchases from  
**BODY AND PLOW MANUFACTURER'S** nationally  
published price list only.

The ordering agency may utilize the standard price  
list to order additional options/components/etc.

Discount Offered From MSRP: 30%

Name, Number & Date of Manufacturer's Price List: Henderson Plow/Dump Body April 2009

(continued)

**LOT I**

**EQUIPMENT OFFERED:**

Make & Model of Chassis [Single Rear Axle]:	GU712
Make & Model of Chassis [Tandem Rear Axle]:	GU713
Make & Model of 10' Combination Body [SRA]:	Henderson Munibody-NY-10' 304SS
Make & Model of 13' Combination Body [TRA]:	Henderson Munibody-NY-13' 304SS
Make & Model of Fifth Wheel:	Fontaine SL6MTB Series
Make & Model Of 10' Body Hoist [SRA]:	Mailhot CS Series – CS90-4-2
Make & Model of 13' Body Hoist [TRA]:	Mailhot CS Series – CS120-5-3
Make & Model of Option (U1), 10'/11' Body [SRA]	Henderson Munibody-NY-10'-FCC-304SS
Make & Model of Option (U2) 13'/14' Body [TRA]	Henderson Munibody-NY-13'-FCC-304SS
Make & Model of Body Hoist:[Options U1]	Mailhot C Series – C94-5-3
Make & Model of Body Hoist: [Options U2]:	Mailhot C Series – C135-6-4
<b><u>MAKE &amp; MODEL NUMBERS OF SNOW PLOWS:</u></b>	Henderson
<b><u>Plow Configuration:</u></b>	<b><u>Plow Model Number/s:</u></b>
Power Reversing, with Tripping Cutting Edge [Option (P4)]:	Henderson-RSP-NY-11-TE
Power Reversing, with Full Tripping Moldboard [Base Items]:	Henderson-RSP-NY-11-FT
One Way [Base Items]:	Henderson-OWP-NY-11
One Way, High Moldboard Height [Option (P1)]:	Henderson-OWP-NY-11-High
Leveling Right Wing:	Henderson LW-NY-RH
Leveling Left Wing:	Henderson LW-NY-LH
Patrolling Right Wing:	Henderson PW-NY-RH
Patrolling Left Wing:	Henderson PW-NY-LH
Make & Model of Underbody Scraper/Grader Blade Type:	Henderson UBS
Make & Model of PTO:	Spicer 1200 Series Driveshaft
Make & Model of Hydraulic Pump:	Rexroth A10V060DFR/52L-PLC62N00

(continued)

**LOT I**

**EQUIPMENT OFFERED:** (Cont'd)

Make & Model of Lever/Control:	Del Air Controls
Make & Model of Flexible Oil Lines:	Aeroquip Match Made Plus GH793
Make & Model of Direction/Hazard Light Flashers::	Truck-Light 60050RSTTLED & Series 40
Make & Model of Headlight/Signal Light Package for hitch mounting:	Truck-Lite Kit 80893
Make & Model of Amber LED Warning Light:	Whelen L21-NYS & Whelen-
NYSDOTSY4	
Make & Model of Spreader Control System:	Dickey-John Control Point
Make & Model of Air Suspension Cab Seats:	National 2000 High Back
Make & Model of Radiator Fan:	Behr Electric Modulating
<u>Gross Vehicle Weight Rating [GVWR]:</u>	
SRA Items:	49,560 lbs.
TRA Items:	66,000 lbs.
<u>Gross Axle Weight Rating [Front]:</u>	
SRA Items:	20,000 lbs.
TRA Items:	20,000 lbs.
<u>Gross Axle Weight Rating [Rear]:</u>	
SRA Items:	29,560 lbs.
TRA Items:	46,000 lbs.
<u>Wheelbase</u>	
SRA Items:	197 in.
Fifth Wheel Item:	222 in.
TRA Items:	222 in.
<u>Cab-to-Axle</u>	
SRA Items:	109 in.
Fifth Wheel Item:	135 in.
TRA Items:	135 in.
<u>Heavy-Duty or Reinforced Frame:</u>	
Section Modulus:	26.3 in. <sup>3</sup>
Yield Strength of Frame Steel:	120,000 PSI
Resisting Bending Moment:	3,160,000 in. lbs

(continued)

**LOT I**

**EQUIPMENT OFFERED:** (Cont'd)

Extended Front Frame - Code No.: 224-1030  
Extended Front Frame - Length: 20 in.  
End of Frame [Front] to Front Axle Dimension: 29 in.

**Weight Distribution at Maximum GVWR**  
[including plow equipment]:

Item 1: front:	38%
rear:	62%
Item 2: front:	38%
rear:	62%
Item 3: front:	40%
rear:	60%
Item 4: front:	38%
rear:	62%
Item 5: front:	38%
rear:	62%
Item 6: front:	40%
rear:	60%
Item 7: front:	37%
rear:	63%
Item 8: front:	37%
rear:	63%
Item 9: front:	39%
rear:	61%
Item 10: front:	37%
rear:	63%
Item 11: front:	37%
rear:	63%

**Body Load-space Dimensions**

10' Combination Rear Dump Items - Length:	120 in.
13' Combination Rear Dump Items - Length:	156 in.
Options [U1]:	120 in.
Option [U2]:	156 in.
10' Combination Rear Dump Items - Width:	96 in.
13' Combination Rear Dump Items - Width:	96 in.
Options [U1]:	96 in..
Option [U2]:	96 in.

(continued)

**LOT I**

**EQUIPMENT OFFERED:** (Cont'd)

Body Load-space Dimensions (Cont'd)

10' Combination Rear Dump Items - Height:	Sides 36 in.; Gate 48 in.
13' Combination Rear Dump Items - Height:	Sides 36 in.; Gate 48 in..
Options [U1]:	36 in.
Option [U2]:	36 in.

Engine, Electronic Single Rear Axle

Make & Model:	Mack P7
Gross Horsepower:	365 @ 1500-1900 RPM
Gross Torque:	1340 @ 1100-1300 RPM

Engine, Electronic, Tandem Rear Axle

Make & Model:	Mack MP7
Gross Horsepower:	405 @ 1500-1900 RPM
Gross Torque:	1480 @ 1100-1300 RPM

Spin On

Make & Model of Engine Oil Filter: Mann + Hummel Full Flow & By Pass

Make & Model of Engine Fuel Filter: Racor Spin On

Make & Model of Return Hydraulic Oil Filters: Zinga TS-1200-25-1-0

Make & Model of Clutch/Brake: Eaton Torque Limiting

Clutch: Diameter: 15.5 in.

Number of Plates: 2

Transmission: Make & Model Number: Fuller Pro-15210C

Number of Forward Speeds: 10

Front Axle Data

SRA Items - Make & Model: Mack FXL20

TRA Items - Make & Model: Mack FXL20

SRA Items - Capacity: 20,000 lbs.

TRA Items - Capacity: 20,000 lbs.

Rear Axle Data

SRA Items - Make & Model: Dana-Spicer S30-190

TRA Items - Make & Model: Mack S440-46

(continued)

**LOT I**

**EQUIPMENT OFFERED:** (Cont'd)

SRA Items - Capacity:	30,000 lbs.
TRA Items - Capacity:	46,000 lbs.
SRA Items - Make & Ratio:	Dana-Spicer 5.25
TRA Items - Make & Ratio:	Mack 5.02
<u>Total Spring Capacities at Ground [Front]:</u>	
SRA Items - Make & Model:	Mack Multi Leaf
TRA Items - Make & Model:	Mack Camel Back
SRA Items - Capacity:	20,000 lbs.
TRA Items - Capacity:	20,000 lbs.
<u>Total Spring Capacities at Ground [Rear]:</u>	
SRA Items - Make & Model:	Mack Multi Leaf
TRA Items - Make & Model:	Mack Camel Back
SRA Items - Rear Main Capacity:	30,000 lbs.
TRA Items - Rear Main Capacity:	46,000 lbs.
SRA Items - Rear Auxiliary Capacity:	2,500 lbs.
TRA Items - Rear Auxiliary Capacity:	0 lbs.
<u>Tires, Tubeless Type [Front]:</u>	
SRA Items - Brand Name & Tread-Design/Code No.:	Goodyear HSS
TRA Items - Brand Name & Tread-Design/Code No.:	Goodyear HSS
SRA Items - Tire Size, Ply Rating & Capacity:	315/80R22.5 J; 20,000 lbs.
TRA Items - Tire Size, Ply Rating & Capacity:	315/80R22.5 J; 20,000 lbs.
<u>Tires, Tubeless Type [Rear]:</u>	
SRA Items - Brand Name & Tread-Design/Code No.:	Goodyear RHD
TRA Items - Brand Name & Tread-Design/Code No.:	Goodyear G177
SRA Items - Tire Size, Ply Rating; & Capacity:	315/80R22.5 J; 29,560 lbs.
TRA Items - Tire Size, Ply Rating & Capacity:	12R22.5 16H; 54,240 lbs.

(continued)

**LOT I**

**EQUIPMENT OFFERED:** (Cont'd)

SRA Items - Make & Model of the Disc Wheel:	Accuride 29300
TRA Items - Make & Model of the Disc Wheel:	Accuride 29300
SRA Items - Capacity of the Disc Wheel:	9,000 lbs. @ 130 PSI
TRA Items - Capacity of the Disc Wheel:	9,000 lbs. @ 130 PSI
<u>Compressor Size:</u> Make & Model Number:	Meritor / Wabco 318 CFM; 18.7
Air Dryer Make & Model:	Bendix AD-IP
Air Tank Heated Automatic-Vent Make & Model:	Bendix DV-2
SRA Items - Brake Chambers, Front: Make & Model; Size:	MGM ; TR-T/24
TRA Items - Brake Chambers, Front: Make & Model; Size:	MGM ; TR-T/24
TRA Item - Brake Chambers, Front-Rear: Make & Model; Size:	MGM ; TR-T/30/30
SRA Items - Brake Chambers, Rear-Rear: Make & Model; Size:	MGM ; TR-T/36/36
TRA Items - Brake Chambers, Rear-Rear: Make & Model; Size:	MGM ; TR-T/30/30
Fuel Capacity:	88 Gals., P/N 2882088
Alternator Capacity:	160 Amps, P/N 1321120
Storage Battery Capacity [Total]:	3375 C.C.A. P/N 3169013
Name of Rustproofing Process:	3M Underseal Rubberized Undercoat # 08883
Make & Model Wire Harness:	Truck-Lite Modular Sealed Harness System
Make & Model WPJ-Box:	Truck-Lite 50400
<u>PRESENTATION OF PILOT MODEL</u>	
Cab-Chassis [Days after receipt of order]:	100 Days
Chassis & Dump Body [Days after approval of Cab-Chassis]:	50 Days
Complete truck with snowplow equipment [Days after approval with Body & Hoist]:	7 Days
Number of Trucks delivered per month:	19
Delivery of all units [after approval of complete truck]:	200 Days

(continued)

**LOT I**

EQUIPMENT OFFERED: (Cont'd)

PRESENTATION OF PILOT MODEL  
(Cont'd)

List names & address of all technical training centers  
available for Department of Transportation use:

Mack Trucks Inc.  
2100 Mack Blvd.  
Allentown, PA 18103

The delivery of all trucks ordered by September 15<sup>th</sup>  
is required by **September 15 of the subsequent year.**

**LOT II**

Lot II (Natural Gas Engine with Liquid Natural Gas Storage)

**NO AWARD**

(continued)

**DELIVERY LOCATION AND QUANTITY SCHEDULE**

**NYS DEPARTMENT OF TRANSPORTATION EQUIPMENT MANAGEMENT SHOPS**

**Region 1**

21 Ninth Street  
Waterford, NY 12188  
Al Warzala 518-237-5887

**Region 2**

10 Harbor Lock Road (West)  
Utica, NY 13502  
Dan Zotta 315-733-2967

**Region 3**

5450 South Bay Road  
North Syracuse, NY 13212  
Jay Elhage 315-458-7000

**Region 4**

2797 Clover Street  
Pittsford, NY 14534  
Mike Zalikowski 585-586-1252

**Region 5**

4717 South Western Blvd.  
Hamburg, NY 14075  
Jeff Kral 716-649-5568

**Region 6**

7000 County Route 70A (mailing)  
Route 36 & County Route 70A (shipping)  
Hornell, NY 14843  
Gary Rice 607-324-4230

**Region 7**

Box 22422, Route 342  
Watertown, NY 13601  
Steve Mason 315-785-2358

**Region 8**

272-278 Violet Avenue  
Poughkeepsie, NY 12601  
Mike Forget 845-471-5488

**Region 9**

241 Colesville Road  
Binghamton, NY 13904  
Ben Gardiner 607-773-7847

**Region 10**

375 North Carleton Avenue  
Central Islip, NY 11722  
Paul Goebeler 631-231-6161

**LOT I**

Listed below for **Lot I** are Region Estimated Number and Quantity of Trucks to be delivered:

<u>Region</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>Total</u>
<u>Item 1</u>	9										9
<u>Item 2</u>	6	3									9
<u>Item 3</u>		5	4								9
<u>Item 4</u>			4	5							9
<u>Item 5</u>				4	5						9
<u>Item 6</u>					9						9
<u>Item 7</u>					1	6	2				9
<u>Item 8</u>							7	2			9
<u>Item 9</u>								10			10
<u>Item 10</u>								5	5		10
<u>Item 11</u>									8	2	10
<u>Item 12</u>										10	10
<u>Item 13</u>										4	4
<u>Total</u>	15	8	8	9	15	6	9	17	13	16	116

(continued)

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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, 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.

**DELIVERY:**

**TRUCKS ARE REQUIRED BY SEPTEMBER 15, 2010. This applies for the first year and each subsequent year the contract is in effect (trucks required by September 15, of every year the contract is in effect).**

**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.

**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.

**NYSPRO'S DISPUTE RESOLUTION POLICY:**

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

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**CONTRACTOR CONSULTANT LAW REQUIREMENTS:**

It is the responsibility of each agency purchasing consultant services to ensure compliance with the requirements of Chapter 10 of the Laws of 2006 with respect to the Consultant Disclosure Legislation. Agencies must ensure that Disclosure Form A, a one time report of planned employment data for the entire term of the contract is submitted to OSC for contract approval. Contractors must submit the Consultant Disclosure Form B, the Contractor's **Annual** Employment Report of employment information by May 15<sup>th</sup> of each year for the fiscal year April 1<sup>st</sup> through March 31<sup>st</sup>. Form B is submitted annually to the contracting agency, the Office of the State Comptroller and the Department of Civil Service to report historical information, detailing actual employment data for each fiscal year (April 1 to March 31) the contract is in effect. For more information regarding this legislation and its requirements, please refer to the requirement "**Employee Information Required To Be Reported By Certain Consultant Contractors And Service Contractors**" contained in the original bid or contract template and the OSC G Bulletin 226:

<http://www.osc.state.ny.us/agencies/gbull/g-226.htm>.

**RECALLS:**

The awarded contractor must immediately notify the Department of Transportation and the Office of General Services, New York State Procurement of any recalls which would render the trucks and/or their equipment unusable or not able to perform in the manner they are intended.

**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.

**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.

**GUARANTEES BY THE CONTRACTOR:**

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

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

At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability.

The truck and truck components manufacturer's normal extended warranty shall apply for 24 months or 100,000 miles, whichever occurs first. The extended engine warranty shall apply for four (4) years or 200,000 miles, whichever occurs first from the in-service date (excludes items such as filter elements, belts, hoses, lubricants, etc.). A copy of the terms and conditions of the manufacturer's warranties should be submitted with the bid.

The OIL PAN shall be warranted (as stated in section 2.2.1 herein) for eight years.

(continued)

**GUARANTEES BY THE CONTRACTOR:(Cont'd)**

In addition to the truck manufacturer's standard and extended warranty, the contractor shall guarantee all other items of equipment including the body, hoist, plows, hydraulics, etc., against faulty material and workmanship for a period of one (1) year. Replacement of faulty units, assemblies or parts shall be made by the contractor within the length of time as specified under "Delivery Conditions" at no cost to the State.

Warranty periods shall commence on the Agency's in-service date for each unit.

The manufacturers of the cab-chassis and the equipment offered shall provide, or make available to the using agency, a listing of acceptable lubrication and cooling system products other than the equipment manufacturer's own brand, which may be used without voiding warranties.

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

The manufacturer's guarantee, if for a longer period than any of the above listed guarantee, shall prevail.

**PRE-PRODUCTION MEETING:**

Subsequent to a contract award, a meeting will be held between the contractor (manufacturer's representatives) and appropriate State personnel for the purpose of reviewing the specifications to insure against any misunderstandings or improper interpretations prior to production.

The contractor shall advise the State of all design changes including component style or performance changes, which their offer has undergone since their last delivery.

**The State reserves the right to a Pre Production Meeting in each year of a multi year contract.**

**PILOT MODEL INSPECTIONS:**

A pilot model of the item indicated in the Invitation for Bids will be inspected in three (3) stages as follows:

- (1) Inspection of the cab-chassis, at the chassis manufacturer's plant.
- (2) Inspection of the chassis with dump body and hoist installed, at the body installer's plant.
- (3) Inspection of the complete truck, at the snowplow equipment installer's plant.

The cab-chassis presented at the second and third stages of pilot inspection shall be the same unit approved at the first stage.

The contractor must have written approval from the Department of Transportation for each stage before proceeding with further production.

All units delivered under this contract shall conform to the approved pilot model.

Pilot models must be fully prepared for inspection in accordance with the specifications set forth herein.

Costs incurred by the Department of Transportation to attend subsequent inspections required because the pilot model had not been properly prepared for inspection by contractor may be charged to the contractor. **The State reserves the right to conduct Pilot Model Inspections in the first year and each subsequent year the contract is in effect.**

**INSPECTION:**

The State reserves the right to inspect each unit for workmanship, prior to acceptance. The vendor shall provide technical support as needed to facilitate ready inspection of the unit(s) requiring inspection and to support corrective action related to deviations/workmanship found during the inspection process for body equipment and chassis related components.

Inspections must be held in the state of New York at a site and time agreed to by the attending parties.

(continued)

**USE OF RECYCLED OR REMANUFACTURED MATERIALS:**

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Award. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Recycled or Recovered Materials" in Appendix B, OGS General Specifications.

**REGULATIONS:**

The completed truck shall conform to all applicable Federal, State and Local Laws in effect at the time of delivery.

**DELIVERY CONDITION:**

Vehicles must be delivered strictly in accordance with specifications contained herein. If delivered with deviations or improper servicing, the contractor must arrange to have the necessary work done to correct the deviations or improper servicing, within 96 hours (exclusive of Saturdays, Sundays, and Holidays) after receipt of written notification from the Department of Transportation. Otherwise, the State may have the corrections made at the contractor's expense. Actual delivery must be coordinated with the Department of Transportation regional Equipment Manager and deliveries shall be made during normal working hours.

The contractor shall secure a signed receipt from Department of Transportation at the point of delivery certifying the delivery of the following items for each unit as specified hereinafter: Spare wheel rim; reflective kit; fire extinguisher; and/or other specialty tools required and provided to maintain the truck/s. The Department of Transportation shall note any shortages and report it/them to Office of General Services, New York State Procurement.

**SUB-CONTRACTORS:**

When any portion of the complete vehicle is to be installed by other than the bidder or chassis manufacturer, the bidder shall indicate in its bid submission the name of sub-contractors performing such installation and the location of their plants. Sub-contractors must meet the approval of the Office of General Services, otherwise bid may not be considered.

**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.

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

**SERVICE:**

Awards were made only on makes of equipment that can be serviced within New York State.

Prior to delivery, each truck shall be completely serviced by the contractor in their own shop in New York State, or in a shop in New York State of an authorized dealer of the manufacturer. Servicing shall include New York State inspection, engine tune-up, lubrication, wheel alignment, front wheel balancing and all other checks and adjustments required for full, proper servicing of a new vehicle.

(continued)

**TRAINING:**

The contractor shall provide the services of qualified factory technician(s) for a minimum period of one (1) full working day at each of ten (10) major Fleet Administration Shops to train agency personnel in proper equipment operation, in-depth preventive maintenance and proper usage of parts and service manuals. Driver training shall include on-highway operation of vehicle. This training must be provided free of charge to the Department of Transportation.

Video training shall be supplied in addition to personal training as set forth above. **NOTE: ONE COPY OF ANY VIDEO TAPED TRAINING PROGRAM/S ("VHS" FORMAT) AND/OR POWERPOINT PRESENTATION/S NORMALLY AVAILABLE FROM THE MANUFACTURER COVERING ALL OR ANY PART OF THE EQUIPMENT SHALL BE FORWARDED TO THE AGENCY'S MAIN OFFICE, AND TO EACH TRUCK'S FINAL DELIVERY LOCATION UPON DEPT OF TRANSPORTATION'S REQUEST.**

**LIAISON:**

The Office of General Services, New York State Procurement, 38th Floor Corning Tower, Empire State Plaza; Albany, NY 12242, will be responsible for the administration of this contract. Any and all communications between any of the parties, (i.e., Dept. of Transportation and contractors) relating to this award shall include the New York State Procurement.

Any request by the agency or contractor with regard to 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.

**LIQUIDATED DAMAGES:**

In the event of a delay or default in any delivery of the trucks providing such delay or default is not directly attributable to a material fault of the State, the State shall be entitled to and shall assess against the vendor as liquidated damages and not by way of penalty a sum calculated as follows: two hundred fifty (\$250.00) dollars per day per unit to compensate for delay, and other losses, detriments and inconveniences to the State attendant upon such delay from the end of the grace period commencing from the time delivery was due under the contract. A grace period of seven (7) calendar days commencing on and including the contract date for delivery shall be extended to the vendor prior to the State's assessment of such liquidated damages. Notice is hereby given to the vendor that despite the State's extensions of the grace period herein specified **TIME SHALL BE AND IS OF THE ESSENCE IN REGARD TO DELIVERY OF THE TRUCKS.**

Liquidated damages, if assessed, shall be deducted by the State from the purchase order price for each unit delivered against the purchase order.

(continued)

**WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:**

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

**1. Proof of Compliance with Workers' Compensation Coverage Requirements:**

An ACORD form is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:

- A) Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)); (Reference applicable IFB/RFP and Group #s on the form.)
- B) Certificate of Workers' Compensation Insurance:
  - 1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or
  - 2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.
- C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

**2. Proof of Compliance with Disability Benefits Coverage Requirements:**

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall:

- A) Be legally exempt from obtaining disability benefits coverage; or
- B) Obtain such coverage from an insurance carrier; or
- C) Be a Board-approved self-insured employer.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)); (Reference applicable IFB/RFP and Group #s on the form.)
- B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
- C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

**ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST  
NAME:** The Office of General Services, New York State Procurement, Team 5, 38th floor, Corning Tower,  
Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

(continued)

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish sales reports to the Office of General Services, New York State Procurement every six months, beginning after delivery of first round of trucks. The reports should include Grand Total Sales as well as sales for all options/accessories. This report should be compiled by contractor and submitted promptly to OGS.

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://www.nylovesmwbe.ny.gov/cf/search.cfm>.

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:

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

The report is to be submitted electronically in Microsoft Excel 2003 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.

**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.

(continued)

**State of New York  
Office of General Services  
NEW YORK STATE PROCUREMENT  
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 NEW YORK STATE PROCUREMENT  
Customer Services, 37th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*

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