

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 40604 - SKID STEER LOADERS (Statewide)</b>
		<b>Classification Code: 22</b>
<b>Award Number</b>	<b>:</b>	<b><u>21635 - PF</u></b> (Replaces Award 21205)
<b>Contract Period</b>	<b>:</b>	<b>November 6, 2009 to May 31, 2014</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>May 7, 2009</b>
<b>Date of Issue</b>	<b>:</b>	<b>November 9, 2009</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids and PM's dated 4/14/09 and 4/24/09</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jose Samson Title : Purchasing Officer I Phone : 518-474-1300 Fax : 518-474-5052 E-mail : jose.samson@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

### Description

This contract award covers multiple manufacturer's product lines for 4 wheel drive, rubber tired, liquid cooled, diesel engine driven skid steer loaders complete with bucket and a full line of associated options/attachments.

PR # 21635-T

(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>
PC64702	ADMAR SUPPLY CO., INC. 1950 Brighton-Henrietta Townline Rd. Rochester, NY 14623	585/272-9390 Mr. Richard J. DiMarco, II Fax: 585/272-9165 E-mail: rich.dimarco@dimarcogroup.com Website: www.admarsupply.com	161022882

Note: Contract Users interested in the GEHL Product Line should contact Admar Supply. (Lot IV)

PC64703 SB	ALDEN EQUIPMENT, INC. 66 ½ Bridge Street Amsterdam, NY 12010 Disc. 1/2% - 15 days	800/818-1370 518/842-6704 Mr. Charles Barber CFO & Sales Mgr. Fax: 518/842-9977 Cell: 518/817-5995 E-mail: charles@aldenequipment.com Website: www.aldenequipment.com	141836948
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Contractor offers Electronic Access Ordering (EDI).

Note: Contract Users interested in the Thomas Product Line should contact Alden Equipment. (Lot VII)

PC64704 SB	CAPITAL TRACTOR INC. 1135 State Route 29 Greenwich, NY 12834	866/308-7228 518/692-9611 Mr. Jamey E. Gibson Fax: 518/692-2210 E-mail: jgibson@capitaltractorinc.com Website: www.capitaltractorinc.com	141742773
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Note: Contract users interested in the New Holland Product Line in these counties (*Albany, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington*) should address all inquiries to Capital Tractor Inc. (Lot VI)

PC64705	CLARK EQUIPMENT CO. d/b/a BOBCAT COMPANY 250 E. Beaton Drive West Fargo, ND 58078-6000	800/965-4232 701/241-8700 ext. 8746 Mr. Mike Kotzbacher Fax: 701/280-7860 E-mail: mikekotzbaher@bobcat.com Website: www.bobcat.com	380425350
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Note: Contract users interested in the Bobcat Product Line should contact Clark Equipment Company (LOT I).

PC64706	H.O. PENN MACHINERY CO., INC 122 Noxon Rd. Poughkeepsie, NY 12603	845/437-4176 Mr. John Murphy Fax: 845/452-3592 E-mail: jmurphy@hopennmachinery.com Website: www.hopenn.com	131158790
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Catalog is available on the Internet.

Note: Contract users interested in the Caterpillar Product Line in these counties (*Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester*) should address all inquiries to H.O. Penn Machinery Co. Inc. (LOT III)

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<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC64707	HOFFMAN INTERNATIONAL INC. d/b/a HOFFMAN EQUIPMENT CO. 300 So. Randolphville Road Piscataway, NJ 08854	732/752-3600 Mr. Michael J. Anderson Fax: 732/968-8371 E-mail: mike.anderson@hoffmanequip.com Website: www.hoffmanequip.com	222176843

Note: Contract users interested in the Case Product Line in these counties (*Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester*) should address all inquiries to Hoffman International Inc. d/b/a Hoffman Equipment Co. (LOT II)

PC64708	JOHN DEERE CONSTRUCTION RETAIL SALES A Division of JDSS 1515 5th Avenue Moline, IL 61265	800/319-3757 309/765-0260 Ms. Keri Suiter Fax: 309/765-3358 E-mail: suiterkerij@johndeere.com Website: www.deere.com	363387700
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Customers ordering John Deere equipment should make their purchase order out to John Deere Construction Retail Sales, 1515 Fifth Avenue, Moline, IL 61265. John Deere Construction Retail Sales uses their dealer channel to deliver the equipment to the customer. A listing of their dealers can be obtained by contacting Ms. Keri Suiter (see above).

PC64709	SOUTHWORTH-MILTON INC. d/b/a MILTON CAT 100 Quarry Drive Milford, MA 01757	585/815-6200 Mr. Roger R. Haag Fax: 585/815-6299 E-mail: roger_haag@miltoncat.com Website: www.miltoncat.com	020258444
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Note: Contract users interested in the Caterpillar Product Line in these counties (*Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming and Yates*) should address all inquiries to Southworth-Milton Inc. (LOT III)

PC64710	MONROE TRACTOR & IMPL. CO., INC. 423 Old Loudon Road Latham, NY 12110	800/926-4227 518/785-8013 ext. 323 Mr. Joseph Clark Fax: 518/783-9544 E-mail: jclark@monroetractor.com	160850083
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Note: Contract users interested in the Case Product Line in the following counties; *Albany, Allegany, Broome, Chemung, Chenango, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Steuben, Tioga, Tompkins, Warren, Washington, Cattaraugus, Cayuga, Chautauqua, Cortland, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, St. Lawrence, Seneca, Wayne and Wyoming* should contact Monroe Tractor. (LOT II)

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC64711 SB	NIAGARA FRONTIER EQUIPMENT SALES INC. 4060 Lake Avenue Lockport, NY 14094	800/348-3218 716/434-2000 ext. 13 Mr. LeeWright Fax: 716/434-5034 E-mail: lee.wright@nfesales.com Website: www.nfesales.com	161302268

Note: Contract users interested in the New Holland Product Line in these counties (*Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming*) should address all inquiries to Niagara Frontier Equipment Sales Inc.  
(LOT VI)

PC64712	TRACEY ROAD EQUIPMENT, INC. 6803 Manlius Center Road E. Syracuse, NY 13057	800/872-2390 315/437-1471 Mr. Dave White Fax: 315/437-4041 E-mail: dwhite@traceyroad.com Website: www.traceyroad.com	161058204
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Note: Contract users interested in the New Holland Product Line in these counties (*Broome, Cayuga, Chemung, Chenango, Clinton, Cortland, Delaware, Franklin, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Otsego, St. Lawrence, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne and Yates*) should address all inquiries to Tracey Road Equipment, Inc. (LOT VI)

PC64713 SB	WESTCHESTER TRACTOR, INC. 60 International Blvd. Brewster, NY 10509	845/278-7766 Mr. John Apple Fax: 845/278-4431 E-mail: john@wtractor.com Website: www.wtractor.com	132858396
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Note: Contract users interested in the New Holland Product Line in these counties (*Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster and Westchester*) should address all inquiries to Westchester Tractor, Inc. (LOT VI)

PC64714	VANTAGE EQUIPMENT, LLC 5985 Court St. Rd. Syracuse, NY 13206	315/437-2611 ext. 230 Ms. Anne M. Jackson Fax: 315/437-2026 Cell : 315/729-0747 E-mail: anne.jackson@vanquip.com Website: www.vanquip.com	201334835
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**AGENCY NOTE: All purchase orders must be sent to the contact person listed above. Delivery and maintenance of equipment will be made by the closest authorized Volvo Construction Equipment distributor as indicated below:**

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Authorized distributor of the Volvo Product Line (LOT VII) serving in these counties (*Bronx, Kings, Queens, Richmond, New York, Suffolk, Westchester, Nassau*) is:

MALVESE EQUIPMENT COMPANY INC.  
1 Henrietta Street  
Hicksville, New York 11802

MALVESE EQUIPMENT COMPANY INC.  
232 E. Old Country Road  
Riverhead, NY 11901

Authorized distributor of the Volvo Product Line (LOT VII) serving the following counties: (*Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saint Lawrence, Saratoga, Schenectady, Schoharie, Schuylers, Seneca, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates*) is:

VANTAGE EQUIPMENT, LLC. (3 Locations)  
5985 Court Street Road  
Syracuse, New York 13206

VANTAGE EQUIPMENT, LLC.  
17 Northway Lane  
Latham, NY 12110

VANTAGE EQUIPMENT, LLC.  
4554 West Saile Drive  
Batavia, NY 14020

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.

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 bid solicitation. 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 "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

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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).

**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.

**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.

**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.

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PRICE:

**Discount** - Discounts are expressed as a percent discount from a skid steer loader manufacturer's nationally published price list as indicated herein.

Percent discount reduction will not be allowed and is specifically excluded from the terms and conditions of this contract award. Price decreases or percent discount increases are permitted at any time.

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency.

In addition, upon mutual agreement, delivery locations may be expanded per the "EXTENSION OF USE" clause.

**Price List Changes** - Price lists shall remain in effect through May 31, 2010. 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.

Prior to approval from OGS, updates (additions and deletions) to a contractor's price list may not be made. All additions included in the price list will use either the original discount or a higher discount, if offered. This office 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.

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.

**Best and Final Price** - Agencies are encouraged to request greater discounts when ordering more than one of any item.

PURCHASE ORDERS AND INVOICING:

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

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

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

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**PURCHASE ORDERS AND INVOICING: (Cont'd)**

**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.

Failure to comply may result in lengthy payment delays.

**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 Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

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

**MINIMUM ORDER:**

Minimum order is one (1) skid steer loader.

**DELIVERY:**

**General** – Delivery is expressed in number of calendar day required to make delivery after receipt of Purchase Order. Separate delivery charges will **not** be permitted throughout the duration of this contract. Skid Steer Loader must be delivered in accordance with the specifications and shall be “Ready for Use” or as requested by the purchaser.

**Purchase Order Instructions** - Delivery will be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group. Contractor should notify the buyer in writing if the delivery is to be longer than stated in award. Buyer should follow up with the contractor to be sure order was received.

**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.

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**CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for the term as stated herein.

**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.

**PRICE CATALOGS:**

Contractor shall furnish, without charge, catalog and nationally published price list including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users who request them.

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

**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.

**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.

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**CENTRALIZED PROCUREMENT CONTRACT FEE (CPCF):**

Amendments to State Finance Law §163-c imposed a centralized procurement contract fee (procurement fee) to be paid by contractors awarded OGS centralized contracts for the purchase of commodities, services or technology. The pricing offered by contractors for the commodity, service or technology is considered by the Office of General Services (OGS) to be inclusive of the fee. The procurement fee is one half of one percent (.005) of total sales made by Authorized Users of centralized contracts.

The fee, covering the applicable preceding calendar quarter, as well as an accompanying return, must be made by the contractor to the New York State Department of Taxation and Finance ("DTF") no later than forty-five (45) days after the close of each calendar quarter. Payment of the procurement fee, as well as filing of the accompanying return, must be made electronically to DTF. Prior to electronically filing the initial return and electronically paying the initial procurement fee, contractors must register on DTF's Online Tax Center:

<http://www.tax.state.ny.us/nysHOME/online.htm>

Quarterly returns must be filed with DTF even if no sales were made under the centralized contract during the preceding calendar quarter. Simultaneously, the contractor must provide its sales report for such preceding calendar quarter to OGS in the format and with details set forth in this solicitation (even if no sales occurred). Contractors must fully cooperate with DTF and OGS relative to such payments and filings. Penalties for failure to comply with the filing and payment requirements are provided for by Article 27 of the Tax Law.

In addition to the penalties prescribed by Article 27 of the Tax Law, failure by a contractor to timely and accurately remit the procurement fee, provide the sales report and file the return for each calendar quarter shall constitute a breach of contract, and the Commissioner of General Services may exercise discretion to terminate such centralized contract on written notice to the contractor.

Additional information including FAQs is available at:

<http://www.ogs.state.ny.us/purchase/ProcurementContractFee.asp>

**REPORT OF CONTRACT PURCHASES:**

Contractor will 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. The Grand Total Sales Reports for State and Non-State Agencies are due at the same time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

In addition to contractor direct sales, contractor will 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 will verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors will 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 will 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, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name. E-mailing the report to the individual shown on the front page of the Contract Award Notification is also acceptable.

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 will not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

"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.

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**LOT I - BOBCAT PRODUCT LINE**

**Price Lists:**

Skid Steer Loader Price List – Name/Number & Date of price list: Bobcat SLP Pages, Effective Feb. 2, 2009  
Discount: 36%

OEM Options Price List – Name/Number & Date of price list: Bobcat SLP Pages, Effective Feb. 2, 2009  
Discount: 36%

OEM Attachments Price List – Name/Number & Date of price list: Bobcat SLP Pages, Effective Feb. 2, 2009  
Discount: 36%

Address of Manufacturer's Plant: 210 1st Ave NE  
Gwinner, ND 58040  
Delivery: 45-60 Days A/R/O

**CONTRACTOR: CLARK EQUIPMENT CO. d/b/a BOBCAT COMPANY**

**LOT II - CASE PRODUCT LINE**

**Price Lists:**

Skid Steer Loader Price List – Name/Number & Date of price list: Skid Steer Loader PL-200 SL Revision 12  
dated 10-1-09  
Discount: 36.17%

OEM Options Price List – Name/Number & Date of price list: Skid Steer Loader PL-200 SL Revision 12 dated 10-1-09  
Discount: 15%

OEM Attachments Price List – Name/Number & Date of price list: Paladin Light Construction GRP  
Wholegoods Price List 1-1-09  
Discount: 25%

Delivery: 60-120 Days A/R/O

**CONTRACTORS: HOFFMAN EQUIPMENT CO.**  
**MONROE TRACTOR**

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LOT III - CATERPILLER PRODUCT LINE

**Price Lists:**

Skid Steer Loader Price List – Name/Number & Date of price list: Caterpillar Machine Price List 2-1-09  
Discount: 38.7%

OEM Options Price List – Name/Number & Date of price list: Caterpillar Machine Price List 2-1-09  
Discount: 39.2%

OEM Attachments Price List – Name/Number & Date of price list: Caterpillar Machine Price List 2-1-09  
Discount 39.2%

Address of Manufacturer's Plant: 5000 Womack Road, Sanford, North Carolina

Delivery: 150 Days A/R/O

**CONTRACTORS: H.O. PENN MACHINERY CO.  
SOUTHWORTH-MILTON d/b/a MILTON CAT**

LOT IV - GEHL PRODUCT LINE

**Price Lists:**

Skid Steer Loader Price List – Name/Number & Date of price list: Gehl Skid Loader & Attachment Price List 1-1-09  
Discount: 31%

OEM Options Price List – Name/Number & Date of price list: Gehl Skid Loader & Attachment Price List 1-1-09  
Discount: 31%

OEM Attachments Price List – Name/Number & Date of price list: CE Attachments Price List (Non OEM)  
November 2008  
Discount 24%

Address of Manufacturer's Plant: 143 Water Street, West Bend, WI

Delivery: 30 Days A/R/O

**CONTRACTOR: ADMAR SUPPLY CO., INC.**

LOT V – JOHN DEERE PRODUCT LINE

**Price Lists:**

Skid Steer Loader Price List – Name/Number & Date of price list: John Deere Commercial Worksite Products  
Discount: 28% p. 38-43 dated 4-27-2009

OEM Options Price List – Name/Number & Date of price list: John Deere Commercial Worksite Products  
Discount: 28% p. 38-43 dated 4-27-2009

OEM Attachments Price List – Name/Number & Date of price list: John Deere Commercial Worksite Products  
Discount 28% Attachments p. 1-117 dated 4-27-2009

Address of Manufacturer's Plant: 18600 S. John Deere Road, Dubuque, IA

Delivery: 60 Days A/R/O

**CONTRACTOR: JOHN DEERE CONSTRUCTION**

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LOT VI – NEW HOLLAND PRODUCT LINE

**Price Lists:**

Skid Steer Loader Price List – Name/Number & Date of price list: Model L170 dated 1-1-2009  
Discount: 37%

OEM Options Price List – Name/Number & Date of price list: Model L170 dated 1-1-2009  
Discount: 28%

OEM Attachments Price List – Name/Number & Date of price: Model Paladin dated 1-1-2009  
Discount 26%

Address of Manufacturer's Plant: Wichita, KS

Delivery: 90 Days A/R/O

**CONTRACTOR: CAPITAL TRACTOR INC.**  
**NIAGARA FRONTIER EQUIPMENT SALES, INC.**  
**TRACEY ROAD EQUIPMENT**  
**WESTCHESTER TRACTOR INC.**

LOT VII – THOMAS PRODUCT LINE

**Price Lists:**

Skid Steer Loader Price List – Name/Number & Date of price list: Thomas Equipment October 31, 2008  
Discount: 15.5%

OEM Options Price List – Name/Number & Date of price list: Thomas Equipment October 31, 2008  
Discount: 20.0%

OEM Attachments Price List – Name/Number & Date of price list: Thomas Equipment October 31, 2008  
Discount: 20.0%

Address of Manufacturer's Plant: 29 Hawkins Road, Centreville, NB Canada E7K 3G4

Delivery: 60 Days A/R/O

**CONTRACTOR: ALDEN EQUIPMENT, INC.**

LOT VII – VOLVO PRODUCT LINE

**Price Lists:**

Skid Steer Loader Price List – Name/Number & Date of price list: Sales Price List Volvo B Series Skidsteers  
dated June 1, 2008  
Discount: 28.3%

OEM Options Price List – Name/Number & Date of price list: Sales Price List Volvo B Series Skidsteers  
dated June 1, 2008  
Discount 5%

OEM Attachments Price List – Name/Number & Date of price list: SSL Attachments dated June 1, 2007  
Discount 5%

Address of Manufacturer's Plant: Pederneiras, Brazil

Delivery: 90-120 Days A/R/O

**CONTRACTOR: VANTAGE EQUIPMENT**

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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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