

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>

REVISED CONTRACT AWARD NOTIFICATION

Title	:	Group 45001 - TURF UTILITY VEHICLES (Statewide)
		Classification Code: 25
Award Number	:	<u>20882</u> (Replaces Award 20235)
Contract Period	:	July 1, 2007 - June 30, 2010
Bid Opening Date	:	April 5, 2007
Date of Issue	:	June 25, 2007 Revised May 12, 2008
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Patrick Rohloff Title : Purchasing Officer I Phone : 518-474-3856 Fax : 518-474-8676 E-mail : patrick.rohloff@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This Award describes various 4x2, 4x4 and 6x4 air-cooled/liquid cooled gasoline/diesel engine and electric motor driven turf utility vehicles with various options.

PR #20882

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63061	CLUB CAR, INC. 4125 Washington Rd. Evans, GA 30809	800/227-0739, ext. 7161 860/635-6304 Mr. James Stafstrom Fax: 860/635-6304 E-mail: jim.stafstrom@clubcar.com Website: www.clubcar.com	133488925
PC63062 SB	GRASSLAND EQUIPMENT & IRRIGATION CORP. 892-898 Troy-Schenectady Road Latham, NY 12110	800/564-5297 315/457-0181 Mr. Roger Lind Fax: 315/457-0312 Website: www.grasslandcorp.com	141460098
PC63063	JOHN DEERE COMPANY a Division of Deere & Company 2000 John Deere Run Cary, NC 27513	800/358-5010, Ext. 2222 919/804-2055 Ms. Becki Birch Fax: 919/804-2485 E-mail: birchrebeccad@johndeere.com Website: www.johndeere.com	362382580

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

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

NOTE TO AUTHORIZED USERS:

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

(continued)

NOTE TO AUTHORIZED USERS: (Cont'd)

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

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

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

PRICE:

General - The 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 including product preparation and inspection, and includes any and all costs associated with providing and delivering the product and accessories such as those noted below:

- Delivery from factory/manufacturer to dealer/distributor destination.
- Delivery from dealer/distributor to ordering agency.
- Emissions
- Surcharges
- Mounting(s)

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

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.

Price Changes - Prices are firm through **June 30, 2008**. Thereafter, contract prices shall be subject to increase or decrease during the contract period in accordance with changes which may be made by the manufacturer in their nationally published price sheet. These requests must be sent to the Procurement Services Group for approval at least 15 calendar days prior to the following dates on which price changes may take effect. Price changes make take effect:

- July 1, 2008
- July 1, 2009
- July 1, 2010

Request for price changes at any other time will not be granted unless an "Unworkable Price Structure" situation develops (please see more on this below).

Based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index (PPI) for:

Series ID: WPU14911101
Group: Transportation Equipment
Item: Self-propell. golf carts and in-plant carriers

Change would be based on dividing the PPI value for the month of the year involved as noted below by the PPI value for April 2007. Below is an example of how this would be implemented. All the values in this example are hypothetical.

Original Contract Price: \$10,000
April 2007 PPI: 160.8

(continued)

PRICE: (Cont'd)

(NOTE: The value is used for illustrative purposes. The actual PPI value for April 2007 will appear in Contract Award Notification.)

<u>Date For PPI</u>	<u>PPI Value</u>	<u>Calculation</u>	<u>Adjustment Factor</u>	<u>New Price</u>	<u>Effective Date</u>
April 2007	160.8	160.8/160.8	1.0000*	\$10,000.00*	July 1, 2007
April 2008	161.6	162.6/160.8	1.0112	\$10,112.00	July 1, 2008
April 2009	162.4	164.4/160.8	1.0224	\$10,224.00	July 1, 2009
April 2010	164.3	165.3/160.8	1.0280	\$10,280.00	July 1, 2010

• = No adjustment for first year; original contract price is \$10,000 for this example.

Government Mandated Program Price Adjustment - An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished to the State and the State determines the requested price change is verifiable and is reasonable. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the MSRP.

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

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

Acceptance of New York State Purchasing Card for Orders up to \$10,000.00

<u>CONTRACTOR</u>	Additional Discount
Grassland Equip. & Irrig. Corp.	for Purchases
	<u>made with Card</u>
	0%

(continued)

NOTE:

THESE TURF UTILITY VEHICLES ARE LIMITED USE VEHICLES. PURCHASERS ARE ADVISED TO CHECK STATE AND LOCAL DMV REGULATIONS PERTAINING TO THEIR USE.

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
1.	Turf Utility Vehicle, 11 hp, Air-Cooled, Gasoline, 4x2, 850 lb. Payload as described below.	\$5,879.00

Make & Model of Turf Utility Vehicle: Toro #07264 Workman 1110

Engine Horsepower: 11 hp

Engine Make & Model: Kohler Command Pro

Net Payload Capacity (excluding driver/passenger): 850 lb.

Ground Clearance: 6.5 inches

Overall Length: 117 inches

Overall Width: 60 inches

Wheelbase: 79 inches

Weight w/fuel and Fluids: 1,050 lb.

Fuel Capacity: 7 gallons

Tire Size: F 22.5x9.5-10 R 22.5x9.5-10

Box Capacity: 14.7 cu.ft.

Delivery: 30 days a/t/o

PRICE ADDITIONAL OPTION

A. 2 Post ROPS \$ 513.00

CONTRACTOR, ITEM 1: GRASSLAND EQUIPMENT & IRRIGATION CORP.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
2.	Turf Utility Vehicle, 19 hp, Liquid-Cooled, Gasoline, 6x4, 1,000 lb. Payload as described below.	\$6,671.55

Make & Model of Turf Utility Vehicle: John Deere TH 6x4 Gator
Engine Horsepower: 19 hp
Engine Make & Model: Kawasaki KHI
Net Payload Capacity (excluding driver/passenger): 1,000 lb.
Ground Clearance: 6.7 inches
Overall Length: 105.9 inches
Overall Width: 60 inches
Wheelbase: 79 inches
Towing Capacity: 1,400 lb.
Weight w/fuel and Fluids: 1,087 lb.
Fuel Capacity: 5.2 gallons
Tire Size: F 22.5x10-8 R 25x12.0-9
Box Capacity: 11.2 cu.ft.
Delivery: 60 days a/r/o

PRICE ADDITIONAL OPTIONS:

A. Windscreen	\$ 170.64
B. Bedliner	\$ 199.08
C. Electrical Mechanical Dump	\$ 497.70

CONTRACTOR, ITEM 2: JOHN DEERE CO.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
3.	Turf Utility Vehicle, 16 hp, Air-Cooled, Gasoline, 4x2, 1,250 lb. Payload as described below.	\$7,990.00

Make & Model of Turf Utility Vehicle: Toro #07277 Workman 2110

Engine Horsepower: 16 hp

Engine Make & Model: Briggs Vanguard

Net Payload Capacity (excluding driver/passenger): 1,250 lb.

Ground Clearance: 7 inches

Overall Length: 115 inches

Overall Width: 59 inches

Wheelbase: 79 inches

Towing Capacity: 1,200 lb.

Weight w/fuel and Fluids: 1,050 lb.

Fuel Capacity: 7 gallons

Tire Size: F 22.5x9.5-10 R 24x12-10

Box Capacity: 14.7 cu.ft.

Delivery: 30 days a/t/o

PRICE ADDITIONAL OPTIONS:

A. Windshield or Windscreen	\$ 213.00
B. Electrical Mechanical Dump	\$ 611.00
C. Canopy	\$ 409.00
D. 2 Post ROPS	\$ 513.00

CONTRACTOR, ITEM 3: GRASSLAND EQUIPMENT & IRRIGATION CORP.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
4.	Turf Utility Vehicle, 20.8 hp, Liquid-Cooled, Diesel, 6x4, 1,200 lb. Payload as described below.	\$8,355.83

Make & Model of Turf Utility Vehicle: John Deere TH 6x4 Diesel
Engine Horsepower: 20.8 hp
Engine Make & Model: Yanmar 4 cycle diesel
Net Payload Capacity (excluding driver/passenger): 1,200 lb.
Ground Clearance: 6.5 inches
Overall Length: 108 inches
Overall Width: 60 inches
Wheelbase: 79 inches
Towing Capacity: 1,400 lb.
Weight w/fuel and Fluids: 1,310 lb.
Fuel Capacity: 5.3 gallons
Tire Size: F 22.5x10-8 R 25x12-9
Box Capacity: 11.2 cu.ft.
Delivery: 90 days a/r/o

PRICE ADDITIONAL OPTIONS:

A. Windscreen	\$ 170.64
B. Bedliner	\$ 199.08
C. Electrical Mechanical Dump	\$ 497.70

CONTRACTOR, ITEM 4: JOHN DEERE CO.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
5.	Turf Utility Vehicle, 23 hp, Air or Liquid-Cooled, Gasoline, 4x2, 2,355 lb. Payload as described below.	\$14,315.00

Make & Model of Turf Utility Vehicle: Toro #07363 Workman 3100
Alternate: Toro #07361 Water Cooled Gas \$14,845.00 each

Engine Horsepower: 23 hp
Engine Make & Model: Kohler CH23
Net Payload Capacity (excluding driver/passenger): 2,355 lb. (Alternate water cooled NPC = 2,257 lbs.)
Ground Clearance: 7 inches
Overall Length: 128 inches
Overall Width: 65 inches
Wheelbase: 70 inches
Weight w/fuel and Fluids: 1,795 lb.
Fuel Capacity: 7 gallons
Tire Size: F 20x10-10 R 24x12-12
Box Capacity: 20 cu.ft.
Delivery: 30 days a/r/o

PRICE ADDITIONAL OPTIONS:

A. Cab with Steel Doors	\$ 4,880.00
B. Remote hydraulic Kit	Standard
C. Heavy-Duty PTO	\$ 826.00
D. Exhaust Spark Arrestor	Standard

CONTRACTOR, ITEM 5: GRASSLAND EQUIPMENT & IRRIGATION CORP.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
6.	Turf Utility Vehicle, 32 hp, Liquid-Cooled, Gasoline, 4x2, Automatic Trans., 2,450 lb. Payload as described below.	THIS ITEM IS NO LONGER AVAILABLE ON THIS CONTRACT AWARD.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
7.	Turf Utility Vehicle, 31 hp, Liquid-Cooled, Gasoline, 4x4, 2,121 lb. Payload as described below.	\$19,945.00

Make & Model of Turf Utility Vehicle: Toro #07365 Workman 4200

Engine Horsepower: 31 hp

Engine Make & Model: B&S Daihatsu 950G

Net Payload Capacity (excluding driver/passenger): 2,121 lb.

Ground Clearance: 7 inches

Overall Length: 128 inches

Overall Width: 60 inches

Wheelbase: 79 inches

Weight w/fuel and Fluids: 1,993 lb.

Fuel Capacity: 7 gallons

Tire Size: F 20x10-10 R 24x12-12

Box Capacity: 20 cu.ft.

Delivery: 30 days a/r/o

PRICE ADDITIONAL OPTIONS:

A. Cab with Steel Doors	\$ 4,880.00
B. Remote hydraulic Kit	Standard
C. Heavy-Duty PTO	\$ 826.00
D. Exhaust Spark Arrestor	\$ 29.00

CONTRACTOR, ITEM 7: GRASSLAND EQUIPMENT & IRRIGATION CORP.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
8.	Turf Utility Vehicle, 26.5 hp, Liquid-Cooled, Diesel, 4x2, 2,221 lb. Payload as described below.	\$16,360.00

Make & Model of Turf Utility Vehicle: Toro #07362 Workman Diesel 3300
Engine Horsepower: 26.5 hp
Engine Make & Model: Briggs 950D
Net Payload Capacity (excluding driver/passenger): 2,221 lb.
Ground Clearance: 7 inches
Overall Length: 128 inches
Overall Width: 65 inches
Wheelbase: 70 inches
Weight w/fuel and Fluids: 1,929 lb.
Fuel Capacity: 7 gallons
Tire Size: F 20x10-10 R 24x12-12
Box Capacity: 20 cu.ft.
Delivery: 30 days a/r/o

PRICE ADDITIONAL OPTIONS:

A. Cab with Steel Doors	\$ 4,880.00
B. Remote hydraulic Kit	Standard
C. Heavy-Duty PTO	\$ 826.00
D. Exhaust Spark Arrestor	\$ 29.00

CONTRACTOR, ITEM 8: GRASSLAND EQUIPMENT & IRRIGATION CORP.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
9.	Turf Utility Vehicle, 26.5 hp, Liquid-Cooled, Diesel, 4x4, 2,157 lb. Payload as described below.	\$21,100.00

Make & Model of Turf Utility Vehicle: Toro #07364 Workman 4300D

Engine Horsepower: 26.5 hp

Engine Make & Model: Briggs 950D

Net Payload Capacity (excluding driver/passenger): 2,157 lb.

Ground Clearance: 7 inches

Overall Length: 128 inches

Overall Width: 65 inches

Wheelbase: 70 inches

Weight w/fuel and Fluids: 2,029 lb.

Fuel Capacity: 7 gallons

Tire Size: F 20x10-10 R 24x12-12

Box Capacity: 20 cu.ft.

Delivery: 30 days a/r/o

PRICE ADDITIONAL OPTIONS:

A. Cab with Steel Doors	\$ 4,880.00
B. Remote hydraulic Kit	Standard
C. Heavy-Duty PTO	\$ 826.00
D. Exhaust Spark Arrestor	\$ 29.00

CONTRACTOR, ITEM 9: GRASSLAND EQUIPMENT & IRRIGATION CORP.

(continued)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
10.	Turf Utility Vehicle, Electrically Powered 48 volt electric motor, net 300 lb. Payload as described below.	\$5,174.00

Make & Model of Turf Utility Vehicle: Club Car Carryall 1-Electric
Electric Motor: 48 volt
Engine Horsepower: 3.1 hp
Net Payload Capacity (excluding driver/passenger): 300 lb.
Ground Clearance: 4.5 inches
Overall Length: 103.5 inches
Overall Width: 48 inches
Wheelbase: 65.5 inches
Base Weight excluding batteries: 530 lb.
Ground Speed: 17 mph
Tire Size: 18-8.5-8 R 18-8.5-8
Box Capacity: 9.1 cu.ft.
Delivery: 45 days a/t/o

CONTRACTOR, ITEM 10: CLUB CAR, INC.

11.	Turf Utility Vehicle, Electrically Powered 48 volt electric motor, GVWR 2,670 lb. as described below.	\$8,965.00
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Make & Model of Turf Utility Vehicle: Toro #07288 Workman
Electric Motor: 48 volt
Net Payload Capacity (excluding driver/passenger): 800 lb.
Gross Vehicle Weight Rating: 2,670 lb.
Ground Clearance: 6 inches
Overall Length: 117 inches
Overall Width: 59 inches
Wheelbase: 81 inches
Base Weight excluding batteries: 982 lb.
Ground Speed: 0-15 mph
Tire Size: F 22x9.50-10 R 22x9.50-10
Box Capacity: 14 cu.ft.
Delivery: 30 days a/t/o

CONTRACTOR, ITEM 11: GRASSLAND EQUIPMENT & IRRIGATION CORP.

(continued)

REQUEST FOR CHANGE:

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

CONTRACT PAYMENTS:

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

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

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

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

ELECTRONIC PAYMENTS:

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

NOTE TO CONTRACTOR:

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

PSG's DISPUTE RESOLUTION POLICY:

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

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). 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.

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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.

DELIVERY:

Appendix B, General Specifications section 45-Product Delivery, is modified as noted below:
Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group. (See also separate clause on "PURCHASE ORDERS AND INVOICES").

CONTRACT PERIOD AND RENEWALS:

Prices are firm for the entire period of the contract. Price escalation will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

CANCELLATION FOR CONVENIENCE

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

SHORT TERM EXTENSION:

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

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.

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"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

PURCHASE ORDERS AND INVOICING:

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

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 turf utility vehicle.

Failure to comply may result in lengthy payment delays.

SAFETY DEVICES:

All equipment shall be equipped with required safety devices for protecting the operator and others from injury. Equipment shall comply with all applicable codes, laws and regulations of State of New York and of local authorities having jurisdiction in effect at the time of delivery.

EMISSION CONTROLS:

Vehicles and engines shall comply with the regulations of the Federal Government and New York State governing Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines in effect on the date of manufacture.

REGULATIONS:

Equipment shall conform to all Federal, State and Local Laws, including OSHA Safety & Noise level standards in effect on the date of manufacture.

(continued)

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 2nd Tower - Empire State Plaza
 Albany, New York 12242

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